



Division of Finance and Business Operations

Wayne State University
Prentis Basement Heating Piping
WSU Project Number 022-336740
Electronic Bid Submission

FOR:

Board of Governors
Wayne State University
Detroit, Michigan

Owner's Representative:

Omar Alhyari, Project Manager
Facilities Planning & Management
Design & Construction Services
5454 Cass
Wayne State University
Detroit, Michigan 48202

Purchasing Agent:

Valerie Kreher, Senior Buyer
WSU – Procurement & Strategic Sourcing
5700 Cass, Suite 4200
Detroit, Michigan 48202
313-577-3720
rfpteam2@wayne.edu and copy katt@wayne.edu

Consultant:

FTCH
39500 Mackenzie Drive, Suite 100
Novi, MI 48377

July 1, 2020



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OR BIDDERS

OWNER: Board of Governors
Wayne State University

PROJECT: **Prentis Basement Heating Piping**
Project No. **022-336740**

LOCATION: Wayne State University
5201 Cass Ave.
Detroit, Michigan 48202

PURCHASING AGENT: **Valerie Kreher, Senior Buyer**
WSU – Procurement & Strategic Sourcing
5700 Cass, Suite 4200
Detroit, Michigan 48202
313-577-3720
rfpteam2@wayne.edu & copy katt@wayne.edu

OWNER'S REPRESENTATIVE: **Omar Alhyari, Project Manager**
Facilities Planning & Management
Design & Construction Services
Wayne State University
5454 Cass Avenue
Detroit, Michigan 48202

Architect: **FTCH**
39500 Mackenzie Drive, Suite 100
Novi, MI 48377

SPECIAL NOTE: Right to reject any and all proposals, either in whole or in part and to waive any irregularities therein is reserved by the Owner.

BIDS ADVERTISED: **July 1, 2020**

BIDDING: Bidding documents may be obtained by vendors from the University Purchasing Web Site at <http://go.wayne.edu/bids> beginning **July 1, 2020**. When visiting the Web Site, click on the "Construction" link in green. Copies of the RFP will not be available at the pre-proposal meeting.

MANDATORY Pre-Bid Conference: **10:00 am, local time, July 10, 2020** to be held at Wayne State University – **TEAMS MEETING**, Detroit, MI, 48202. Late Arrivals may not be permitted to submit bids.

** Vendors who would like to participate in the pre-bid meeting via a TEAMS Video Conference or Conference Call, may do so via the information below:

Microsoft Teams Meeting
On-line or via Conference Call

[Click Here to Join Pre-bid Meeting](#)

Optionally - Dial in at +1 313-261-5339 Conference ID: 934 782 234#

OPTIONAL Second Walk Through (if needed): **To be determined at the conclusion of the pre-bid conference, by those in attendance.**

DUE DATE FOR QUESTIONS: Due Date for questions shall be **July 20, 2020 at 12:00 Noon**. All questions must be reduced to writing and emailed to the attention of **Valerie Kreher, Senior Buyer** at rfpteam2@wayne.edu, copy to **Kimberly Tomaszewski, Senior Buyer** at: katt@wayne.edu.

Bids Due: Proposals for lump-sum General Contract will be received **by electronic submission on July 27, 2020**, until 2:00 p.m. (local time). The link for bid submission will be posted with the bid details at <http://go.wayne.edu/bids> beginning **July 1, 2020**. Vendors are required to combine documents into one PDF to



Bids Due: Proposals for lump-sum General Contract will be received **by electronic submission on July 27, 2020**, until 2:00 p.m. (local time). The link for bid submission will be posted with the bid details at **<http://go.wayne.edu/bids>** beginning **July 1, 2020**. Vendors are required to combine documents into one PDF to ensure no portion of your response is inadvertently omitted. This includes your bid, bid bond, and any other documents.

No public bid opening will be held.

Bid Qualification Meeting: Bidders must be available for a bid prequalification meeting, as soon as the day following the bid opening. The lowest qualified bidder will be contacted and requested to meet with Facilities Planning & Management at their office located at 5454 Cass Avenue, Detroit, MI 48202. During this meeting, the Vendor must provide a Project Schedule and a Schedule of Values, including a list of Contractor's suppliers, subcontractors, and other qualifications.

If all aspects of the bid are in order, an unsigned contract will be given to the successful Contractor as soon as it's available. The Contractor has 5 business days to return the contract to the Project Manager for University counter signature. The contractor must also submit a Performance Bond as outlined above, and a Certificate of Insurance in the same 5 business day period. In the event the Contractor fails to return the documents in this 5 day period, the University reserves the right to award the contract to the next lowest qualified bidder.

All available information pertaining to this project will be posted to the Purchasing web site at **<http://go.wayne.edu/bids>**.

Information that is not posted to the website is not available/not known



INSTRUCTIONS TO BIDDERS

OWNER: Board of Governors
Wayne State University

PROJECT: **Prentis Basement Heating Piping**
Project No. **022-336740**

LOCATION: Wayne State University
5201 Cass Ave.,
Detroit, Michigan 48202

PURCHASING AGENT: **Valerie Kreher, Senior Buyer**
WSU – Procurement & Strategic Sourcing
5700 Cass, Suite 4200
Detroit, Michigan 48202
313-577-3720
rfpteam2@wayne.edu & copy katt@wayne.edu

1. PROPOSALS

- A. Procurement will receive Proposals for the work as herein set forth on **July 27, 2020**, until 2:00 p.m. (local time). The link for bid submission will be posted with the bid details at <http://go.wayne.edu/bids>. **No public bid opening will be held.**
- B. Proposals shall be for a **lump-sum General Contract for the entire work of the Project as provided in the Form of Proposal.**
- C. Proposals shall be submitted by electronic submission on forms furnished with the Bidding documents. The link for bid submission will be posted with the bid details at **<http://go.wayne.edu/bids>** beginning **July 1, 2020**. The forms must be completed in its entirety and must be signed, and the completed forms shall be without alterations, interlineations, or erasures. Forms shall contain no recapitulations of the work to be done.
- D. All base bids must be conforming to the detailed specifications and drawings provided by the University, including any Addenda issued. Voluntary Alternates will only be considered if the Contractor has also submitted a conforming base bid. Any stipulation of voluntary alternates or qualifications contrary to the Contract requirements made by the Bidder in or accompanying his proposal as a condition for the acceptance of the Contract will not be considered in the award of the Contract and will cause the rejection of the entire Proposal.
- E. The competency and responsibility of Bidders will be considered in making the award. The University is not obligated to accept the lowest or any other bids. **The University reserves the right to reject any and all bids and to waive any informalities in the Proposals.**

2. PROPOSAL GUARANTEE

- A. A satisfactory Bid Bond executed by the Bidder and Surety Company, in an amount equal to not less than five percent (5%) of the maximum proposal amount shall be submitted with each Proposal, which amount may be forfeited to the Board of Governors, Wayne State University, if the successful Bidder refuses to enter into a Contract within ninety (90) days from receipt of Proposals.
- B. Bond must be issued by a Surety Company with an A or A- rating as denoted in the AM Best Key Rating Guide.



- C. Bid bonds shall be accompanied by a Power of Attorney authorizing the signer of the bond to do so on behalf of the Surety Company.
- D. Withdrawal of Proposals is prohibited for a period of ninety (90) days after the actual date of opening thereof.

3. CONTRACT SECURITY

- A. The successful Bidder will be required to furnish a Performance Bond and Labor and Material Payment bond in an amount equal to 100% of the contract award amount, and include such cost in the Proposal, complying with University policy and the laws of the State of Michigan.
- B. Performance Bond and Labor and Material Payment Bond shall be from a surety company acceptable to the Owner and made payable as follows:
 - (1) A bond for 100% of the contract award amount to the Board of Governors of Wayne State University, and guaranteeing the payment of all subcontractors and all indebtedness incurred for labor, materials, or any cause whatsoever on account of the Contractor in accordance with University policy and the laws of the State of Michigan relating to such bonds.
 - (2) A bond for 100% of the contract award amount to the Board of Governors of Wayne State University to guarantee and insure the completion of work according to the Contract.
- C. The only acceptable Performance Bond shall be the AIA A312 – 2010.
- D. Bond must be issued by a Surety Company with an A or A- rating as denoted in the AM Best Key Rating Guide.

4. BOND CLARIFICATION

For bids below \$50,000.00,

- A. Bid bond will not be required.
- B. Performance and Material & Labor Payment bonds will not be required.

5. INSPECTION

- A. Before submitting its Proposal, each Bidder shall be held to have visited the site of the proposed work and to have familiarized themselves as to all existing conditions affecting the execution of the work in accordance with the Contract Documents. No allowance or extra consideration on behalf of the Contractor will subsequently be made by reason of its failure to observe the Conditions or on behalf of any subcontractor for the same reason.

6. EXPLANATION TO BIDDERS AND ADDENDA

- A. Neither the Owner nor Representative nor Purchasing Agent will give verbal answers to any inquiries regarding the meaning of drawings and specifications, and any verbal statement regarding same by any person, previous to the award, shall be unauthoritative.
- B. Any explanation desired by Bidders must be submitted in writing to the Purchasing Agent, and if explanation is necessary, a reply will be made in the form of an Addendum, a copy of which will be distributed via the appropriate Listserv maintained by Procurement & Strategic Sourcing, and will be posted to the website.
- C. All addenda issued prior to date of receipt of Proposals shall become a part of these Specifications, and all proposals are to include the work therein described.



7. INTERPRETATION OF CONTRACT DOCUMENTS

- A. If any person contemplating submitting a bid for the proposed Contract is in doubt as to the true meaning of any part of the drawings, specifications, or other Contract Documents, he may submit to the Purchasing Agent, a written request for an interpretation thereof. The person submitting the request will be responsible for its prompt delivery. Any interpretation of the Contract Documents will be made by an addendum duly issued. A copy of such addendum will be posted to the website and distributed via the listserv. Each proposal submitted shall list all addenda, by numbers, which have been published prior to the time scheduled for receipt of proposal.

8. SUBSTITUTION OF MATERIALS AND EQUIPMENT*

- A. Whenever a material, article or piece of equipment is identified on the Drawings or in the Specifications by reference to manufacturers' or vendors' names, trade names, catalog numbers, or the like, it is so identified for the purpose of establishing a standard, and any material, article, or piece of equipment of other manufacturers or vendors which will perform adequately the duties imposed by the general design will be considered equally acceptable provided that the material, article, or piece of equipment so proposed is, in the opinion of the Architect, of equal substance, appearance and function. It shall not be purchased or installed by the Contractor without the Architect's written approval.

9. TAXES

- A. The Bidder shall include in his lump sum proposal and make payment of all Federal, State, County and Municipal taxes, including Michigan State Sales and Use Taxes, now in force or which may be enacted during the progress and completion of the work covered. Information regarding the State of Michigan sales and use tax laws can be found in [SOM Revenue Administrative Bulletin 2016-18](#).

10. REQUIREMENTS FOR SIGNING PROPOSALS AND CONTRACTS

- A. The following requirements must be observed in the signing of proposals that are submitted:
- (1) Proposals that are not signed by individuals making them shall have attached thereto a Power of Attorney, evidencing the authority to sign the Proposal in the name of the person for whom it is signed.
 - (2) Proposals that are signed for partnership shall be signed by all of the partners or by an Attorney-in-Fact. If signed by an Attorney-in-Fact, there must be attached to the Proposal a Power of Attorney evidencing authority to sign the Proposal, executed by the partners.
 - (3) Proposals that are signed for a corporation shall have the correct corporate name thereof and the signature of the President or other authorized officer of the corporation, manually written in the line of the Form of Proposal following the words "signed by". If such a proposal is signed by an official other than the President of the Corporation, a certified copy of resolution of the Board of Directors, evidencing the authority of such official to sign the bid, shall be attached to it. Such proposal shall also bear the attesting signature of the Secretary of the Corporation and the impression of the corporate seal.

11. QUALIFICATIONS OF BIDDERS

- A. The Owner may request each of the three (3) low bidders to submit information necessary to satisfy the Owner that the Bidder is adequately prepared to fulfill the Contract. Such information may include past performance records, list of available personnel, plant and equipment, description of work that will be done simultaneously with the Owner's Project, financial statement, or any other pertinent information. This information and such other information as may be requested will be used in determining whether a Bidder is qualified to perform the work required and is responsible and reliable.



12. SPECIAL REQUIREMENTS

- A. The attention of all Bidders is called to the General Conditions, Supplementary General Conditions, and Special Conditions, of which all are a part of the Specifications covering all work, including Subcontracts, materials, etc. Special attention is called to those portions dealing with Labor Standards, including wages, fringe benefits, Equal Employment Opportunities, and Liquidated Damages.
- B. Prior to award of the project, the apparent low bidder will be required to produce a schedule of values which will include the proposed subcontractors for each division of work and whether the subcontractor is signatory or non-signatory. A contract will not be issued to the apparent low bidder until this document is provided. A contractor will have 5 business days to produce this document. If the required document is not received within this time, the bidder will be disqualified.

13. NOTICE OF AWARD/ACCEPTANCE OF BID PROPOSAL

- A. The Proposal shall be deemed as having been accepted when a copy of the Contract (fully executed by both the vendor and the appropriate signatory authority for the University), with any/all Alternates, Addenda, and Pre-Contract Bulletins, as issued by the office or agent of the Owner has been duly received by the Contractor. After signing the Contracts, the Contractor shall then return all copies, plus any required bonds and certificates of insurance, to the office of the Owner's Representative, at 5454 Cass, Wayne State University, Detroit, MI 48202. Construction will begin when the fully-executed contract has been returned to the Contractor.

14. TIME OF STARTING AND COMPLETION

- A. It is understood that the work is to be carried through to substantial completion with the utmost speed consistent with good workmanship and to meet the established start and completion dates.
- B. The Contractor shall begin work under the Contract without delay, upon receipt of a fully-executed contract from the Owner, and shall substantially complete the project ready for unobstructed occupancy and use of the Owner for the purposes intended within the completion time stated in the Contract.
- C. The Contractor shall, immediately upon receipt of fully-executed contract, schedule his work and expedite deliveries of materials and performance of the subcontractors to maintain the necessary pace for start and completion on the aforementioned dates.

15. CONTRACTOR'S PERFORMANCE EVALUATION

In an effort to provide continuous process improvement regarding the construction of various university projects, Wayne State University is embarking upon a process of evaluating the contractor's overall performance following the completion of work. At the conclusion of the construction project a subjective evaluation of the Contractor's performance will be prepared by the Project Manager and the supervising Director of Construction. The evaluation instrument that will be used in this process is shown in Section **00440-01 - Contractor's Performance Evaluation**.

16. BIDDING DOCUMENTS

- A. Bid specifications are available online beginning **July 1, 2020** through Wayne State University Procurement & Strategic Sourcing's Website for Advertised Bids: <http://go.wayne.edu/bids>. The plans for this project can be viewed in advance and/or printed from the above website. Copies of the RFP will not be available at the pre-proposal meeting.

B. DOCUMENTS ON FILE



- (1) *Wayne State University Procurement & Strategic Sourcing's Website.*
All available information pertaining to this project will be posted to the Purchasing web site at <http://go.wayne.edu/bids>.
Information that is not posted to the website is not available/not known.
- (2) Notification of this Bid Opportunity has been sent to those entities registered with our ListServ. Available ListServes can be found at
http://www.forms.procurement.wayne.edu/Adv_bid/Adv_Bid_Listserve.html
- (3) Please note: Bid notices will be sent only to those Vendors registered to receive them via our Bid Opportunities list serve. To register, to <http://go.wayne.edu/bids>, and click on the "Join our Listserve" link at the top of the page.

15. **Smoke and Tobacco-Free Policies**

On August 19, 2015, Wayne State joined hundreds of colleges and universities across the country that have adopted smoke- and tobacco-free policies for indoor and outdoor spaces. Contractors are responsible to ensure that all employees and all subcontractors' employees are in compliance anytime they are on WSU's main, medical, or extension center campuses. The complete policy can be found at <http://wayne.edu/smoke-free/policy/>.



NOTICE OF MANDATORY PRE-BID CONFERENCE

PROJECT: **Prentis Basement Heating Piping ,**

PROJECT NOS.: **WSU PROJECT NO. 022-336740**

It is **MANDATORY** that each Contractor proposing to bid on this work must attend a pre-bid conference at the following location:

Wayne State University
TEAMS MEETING,
Detroit MI 48202

10:00 am, local time, July 10, 2020

** Vendors who would like to participate in the pre-bid meeting via a TEAMS Video Conference or Conference Call, may do so via the information below:

**Microsoft Teams Meeting
On-line or via Conference Call**

[Click Here to Join Pre-bid Meeting](#)

Optionally - Dial in at +1 313-261-5339 Conference ID: 934 782 234#

Please use our online registration form at to indicate your attendance at our mandatory Pre-proposal meeting to be held on, **July 10, 2020 at 10:00 am** and your intent to submit a proposal for the services listed. The link for the registration form will be posted with the proposal details at **<http://go.wayne.edu/bids>**.

The purpose of this conference is to clarify the procedures, scope of work, and to identify any omissions and/or inconsistencies that may impede preparation and submission of representative competitive bids.

In the event that less than 4 individual contractor firms attend the pre-bid conference, the University reserves the right, at its sole discretion, to either reschedule the pre-bid conference or proceed and offer a second pre-bid conference date. (Attendance at only one pre-bid conference will be required).

An attendance list shall be prepared and minutes of the conference shall be furnished to all those attending.

Any clarifications or corrections that cannot be made at the conference will be by Addendum.

For your convenience a map of the University and appropriate parking lots can be downloaded and printed from: **<http://campusmap.wayne.edu/>**. Guest parking in any of the University student and guest lots is **\$8.50**. A detailed list of Cash & Coin operated lots can be viewed at **http://procurement.wayne.edu/cash_and_credit_card_lots.php**. Cash lots dispense change in quarters. Due to time constraints, Vendors are encouraged to avoid parking at meters on the street (especially blue "handicapped" meters).

All available information pertaining to this project will be posted to the Purchasing web site at **<http://go.wayne.edu/bids>**.

Information that is not posted to the website is not available/not known.



AGENDA

- I. Welcome and Introductions
 - A. Wayne State University Representatives
 - B. Vendor Representatives
 - C. Sign in Sheet- be sure to include your company name and representative in attendance on the sign in sheet.
- II. Brief Overview of Wayne State University
 - A. Purpose and Intent of RFP.
 - B. Detailed review of the RFP and the requirements for a qualified response.
 - C. Review of all pertinent dates and forms that are REQUIRED for a qualified response.
- III. Vendor Questions/Concerns/Issues
 - A. Questions that can be answered directly by the appropriate person in this meeting will be answered and both question and answer will be recorded in the minutes of the meeting.
 - B. Questions that need to be researched will be answered and a nature of clarification will be emailed to the appropriate ListServ. See http://www.forms.purchasing.wayne.edu/Adv_bid/Adv_Bid_Listserve.html for a list of ListServ Bid Lists.
 - C. Minutes will be emailed to the appropriate ListServ.
 - D. Questions and concerns that come up after this meeting are to be addressed to **Valerie Kreher**, Procurement & Strategic Sourcing. Discussion with other University members is seriously discouraged and could lead to disqualification from further consideration. All questions and answers will be recorded and emailed to all participants of the RFP.
 - E. Due date for questions is **July 20, 2020, 12:00 noon**.
- IV. Minimum Participation
 - A. Pre-registration for the Pre-Bid meeting is required. In the event that we do not have four (4) or more eligible bidders pre-registered, the University reserves the right to postpone the Pre-bid meeting with up to 4 business hour notice.
 - B. If less than 4 individual contractor firms attend the mandatory pre-bid meeting, the University reserves the right, at its sole discretion, to either reschedule the pre-bid conference or proceed and offer a second pre-bid conference date. (Attendance at only one pre-bid conference will be required).
 - C. On the day of the bid opening, if less than 3 sealed bids are received, the University reserves the right, at its sole discretion, to rebid the project in an effort to obtain greater competition. If the specifications are unchanged during the rebid effort, any contractor who submitted a bid will be given the option of keeping its bid on file for opening after the second bid effort, or of having the bids returned to them unopened.
- V. Proposal Due Date- **July 27, 2020, 2:00 p.m.**
- VI. Final Comments
- VII. Adjourn



VENDOR NAME _____

GENERAL CONTRACT - PROPOSAL FORM

Sealed proposals for lump-sum General Contract will be received at the office of the Procurement & Strategic Sourcing **by electronic submission on July 27, 2020**, until 2:00 p.m. (local time). The link for bid submission will be posted with the bid details at <http://go.wayne.edu/bids> beginning **July 1, 2020**.

Please Note – Vendors must Pre-qualify themselves when responding to this bid opportunity. Our Prequalification questions can be found on page 4 of this section.

OWNER: Board of Governors
Wayne State University

PROJECT: **Prentis Basement Heating Piping**

PROJECT NO.: WSU PROJECT NO. **022-336740**

PROJECT TYPE: **Mechanical Contractors Work**

PURCHASING AGENT: **Valerie Kreher, Senior Buyer**
WSU – Procurement & Strategic Sourcing
5700 Cass, Suite 4200
Detroit, Michigan 48202
313-577-3720
rfpteam2@wayne.edu & copy katt@wayne.edu

OWNER'S REPRESENTATIVE: **Omar Alhyari, Project Manager**
Design & Construction Services
Facilities Planning & Management
5454 Cass Avenue
Detroit, Michigan 48202

TO: Board of Governors
Wayne State University
Detroit, Michigan

BASE PROPOSAL:

The undersigned agrees to enter into an Agreement to complete the entire work of the **Prentis Basement Heating Piping** project (WSU Project No. **022-336740**) in accordance with the Bidding Documents for the following amounts:

_____ \$ _____ Dollars

PREVAILING WAGES:

Did your company quote based upon **Union or Prevailing Wage Rates** as required?
Yes _____ No _____

CONFLICT OF INTEREST:

Are you or any Officer, Owner or Partner in this company an employee of Wayne State University, or have you been an employee within the past 24 months? If Yes, explain below.
Yes _____ No _____



Are any immediate family members of any Officer, Owner or Partner in this company employees of Wayne State University? If Yes, explain below.

Yes _____

No _____

LAWN REPLACEMENT:

The undersigned agrees that, in the event of existing lawn or landscaping damage, due to the Contractor's work, that has not been properly addressed and repaired to the satisfaction of the University, the University may repair/replace the lawn and/or landscaping, and that the expense will be at a **unit cost of \$15.00 per square yard for lawn, and landscaping at a rate of 1.5 times the cost of said repairs**, the full cost of which shall be reimbursed by the contractor.

CONTRACT CHANGE ORDERS:

The undersigned agrees to the following pricing formula and rates for changes in the contract work:

Where changed Work is performed, the Contractor may add to the total estimated actual cost for such Work no more than ten (10%) for subcontractor mark-up and seven and one-half percent (7.5%) for self-performed trade work for profit, overhead, insurance, taxes, indirect supervision, bonds, and any other costs not allowed by section 4.02.01

Within 14 days of the project's contract execution Contractor shall provide to the Owner; Subcontractor's hourly labor rate breakdown details. This requirement shall extend to the lowest level of subcontractor participation.

* Job and general overhead includes supervision and executive expenses; use charges on small tools, scaffolding, blocking, shores, appliances, etc., and other miscellaneous job expenses.

** Net labor cost is the sum of the base wages, fringe benefits established by governing trade organizations, applicable payroll taxes, and increased expense for contractor's liability insurance (Workman's Compensation, P.L. and P.D.).

TIME OF COMPLETION:

The Contract is expected to be fully executed on or about 25 calendar days after successful bidder qualification and recommendation of award. The undersigned agrees to start construction **immediately after** receipt of a fully executed contract, and to complete the work as follows:

Substantial Completion will be completed no later than **August 31, 2020**.

LIQUIDATED DAMAGES:

It is understood and agreed that, if project is not completed within the time specified in the contract plus any extension of time allowed pursuant thereto, the actual damages sustained by the Owner because of any such delay, will be uncertain and difficult to ascertain, and it is agreed that the reasonable foreseeable value of the use of said project by Owner would be the sum of **\$100.00 per day**, and therefore the contractor shall pay as liquidated damages to the Owner the sum of **\$100.00 per day** for each day's delay in substantially completing said project beyond the time specified in the Contract and any extensions of time allowed thereunder.

TAXES:

The undersigned acknowledges that prices stated above include all applicable taxes of whatever character or description. Michigan State Sales Tax is applicable to the work. Bidder understands that the Owner reserves the right to reject any or all bids and to waive informalities or irregularities therein.

ADDENDA:

The undersigned affirms that the cost of all work covered by the following Addenda are included in the lump sum price of this proposal.

Addendum No. _____ Date _____

Addendum No. _____ Date _____

Addendum No. _____ Date _____

Addendum No. _____ Date _____



Addendum No. _____ Date _____

Addendum No. _____ Date _____

Addendum No. _____ Date _____

Addendum No. _____ Date _____

Addendum No. _____ Date _____

Addendum No. _____ Date _____

CONTRACTOR'S PREQUALIFICATION STATEMENT & QUESTIONNAIRE:

Our Minimum Requirements for Construction Bids are:

WSU considers this project: **Mechanical Contractors Work.**

Criteria	Small Project bid less than \$50,000	Medium Project bid between \$50,001 and \$250,000	Large Project bid between \$250,001 and \$2 million	Very Large Project bid greater than \$2 million
EMR Rating (Experience Modification Rating)	1.0 or Less	1.0 or Less	1.0 or Less	1.0 or Less
Bondable Vendor	N.A.	Required	Required	Required
Length of Time in Construction Business	2 Years	3 Years	5 Years	5 Years
Demonstrated Experience in Projects Similar in Scope and Price in the last 3 years	1 or more	1 or more	2 or more	3 or more
Unsuccessful Projects on Campus in last 3 years	None Allowed	None Allowed	None Allowed	None Allowed
Failure to comply with Prevailing Wage and/or Project Labor requirements	None Allowed	None Allowed	None Allowed	None Allowed
Withdrawn University Bid (with or without Bond forfeiture) within the last 3 years **	1 or less	1 or less	1 or less	1 or less
Company currently not in Chapter 11 of the US Bankruptcy Code	1 Year	2 Years	3 Years	3 Years

** Withdrawal of a bid is subject to the University suspension policy, for a period up to one year.

Contractors must complete the following information to determine their eligibility to participate in this bid. This information is required with your Bid to the University

Failure to complete this form in its entirety will result in your bid being disqualified.

Check one of the following on the makeup of your company:

_____ Corporation

_____ Individual

_____ Partnership

_____ Joint Venture

_____ Other (Explain below):



Diversity Classification: Please indicate the appropriate diversity classification for your company. The University recognizes the following groups as diverse or disadvantaged:

- Majority Owned _____
- Minority Business Enterprises (MBE) _____
- Women Business Enterprises (WBE) _____
- Disabled Veteran Enterprises (DVBE) _____
- Disabled Person Enterprises (DBE) _____
- Veteran Owned Businesses (VBE) _____
- Small Businesses per the US Small Business Administration (SBE) _____
- Other (Please Explain): _____

1. How many years has your organization been in business as a contractor? _____

2. How many years has your organization been in business under its present business name? _____

3. List states in which your organization is legally qualified to do business. _____

4. Provide the Name and Address of your Liability Insurance Carrier. _____

5. What is your current EMR Rating? _____

The minimum requirement is an EMR Rating of 1.0 or less for all projects. Bidders with a rating higher than 1.0 understand that their bid may be disqualified, at the sole discretion of the University.

6. What percentage of work performed on projects are by company employees; excluding any hired subcontracting and outsourced relationships, for the bid submitted? _____ %

7. What percentage of work performed on your companies behalf are by subcontracted business relationships; disallowing 1099 contracting work forces, for the bid submitted? _____ %

8. Have you ever failed to complete any work awarded to you? If so, attach a separate sheet of explanation. Include the name of the Project, the customer, the dates of the work, and the amount of the contract?

9. Have you withdrawn a bid after a University bid opening and/or refused to enter into a contract with the University upon notification of award within the last 3 years? If so, state the Project Name and Number, and the date of bid submission below.

10. Has any officer or partner of your organization ever been an officer or partner of another organization that failed to complete a construction contract? If so, attach a separate sheet of explanation.

11. List the construction experience of the principals and superintendents of your company.

Name: _____ Title: _____



Name: _____ Title: _____

Name: _____ Title: _____

12. List the construction Projects, and approximate dates, when you performed work similar in Scope to this project.

Project: _____ Owner: _____

Contract Amount: _____ Date Completed: _____

Project: _____ Owner: _____

Contract Amount: _____ Date Completed: _____

Project: _____ Owner: _____

Contract Amount: _____ Date Completed: _____

13. List the construction Projects, and approximate dates, when you performed work similar in Dollar Amount to this project.

Project: _____ Owner: _____

Contract Amount: _____ Date Completed: _____

Project: _____ Owner: _____

Contract Amount: _____ Date Completed: _____

Project: _____ Owner: _____

Contract Amount: _____ Date Completed: _____

14. Is your Company "bondable"? Yes _____ No _____

15. What is your present bonding capacity? \$ _____

16. Who is your bonding agent?

NAME: _____

ADDRESS: _____

PHONE: (_____) _____

CONTACT: _____

17. Does your company agree to provide financial reports to the University upon request? Failure to agree may result in disqualification of your bid? (select one): Yes _____ No _____



18. Does your company agree that all of the Terms and Conditions of this RFP and Vendor's Response Proposal become part of any ensuing agreement? (select one): Yes _____ No _____

19. Does your company agree to execute a contract containing the clauses shown in Section 00500 "Agreement between Contractor and Owner for Construction"? (select one): Yes _____ No _____

If "No", clearly note any exceptions to any information contained in the contract documents and include with your proposal. Otherwise, a "No" response without documentation will be considered a non-responsive proposal. In addition, any proposed exceptions may or may not be accepted by the University.

20. Does your company agree to comply with the University **Smoke and Tobacco Free Policies**? Yes _____ No _____

Note: Contractors submitting proposals for this project may, at the discretion of the University, be required to submit references including contact information to be used to assist in the post bid evaluation process for the subject project

**ACKNOWLEDGEMENT OF
MINIMUM QUALIFICATIONS:**

The undersigned has read and understands the minimum qualifications for University construction projects, and has completed the Prequalification section completely and accurately. The undersigned understands that a contractor, who fails to meet the minimum qualifications **in the category identified for this project, will be disqualified from consideration for the project.**

ACCEPTANCE OF PROPOSAL:

The undersigned agrees to execute a Contract, being the Wayne State University standard form titled "Agreement Between Contractor and Owner for Construction" (see section 00500 of the bid documents), provided that we are notified of the acceptance of our Proposal within sixty (60) days of the date set for the opening thereof.

The undersigned below understands that the bid will be disqualified if the Prequalification information above is not completed in its entirety.

NAME OF COMPANY:

OFFICE ADDRESS:

PHONE NUMBER:

_____ DATE _____

SIGNED BY:

Signature

(Please print or type name here)

TITLE

EMAIL ADDRESS:

_____ @ _____



WAYNE STATE UNIVERSITY RATE SCHEDULE (revised 11-01-2018)

POLICY

Wayne State University requires all project contractors, including subcontractors, who provide labor on University projects to compensate at a rate no less than WSU wage rates.

The rates of wages and fringe benefits to be paid to each class of laborers and mechanics by each VENDOR and subcontractor(s) (if any) shall be not less than the wage and fringe benefit rates prevailing in Wayne County, Michigan, as determined by the United States Secretary of Labor. Individually contracted labor commonly referred to as "1099 Workers" and subcontractors using 1099 workers are not acceptable for work on any of Wayne State's properties. Rates for all counties are available at <https://wdolhome.sam.gov/>, and Procurement will post the schedules quarterly that pertain to Wayne County on its website at <http://procurement.wayne.edu/vendors/wage-rates.php>.

Certified Payroll must be provided for each of the contractor's or subcontractor's payroll periods for work performed on any University project. Certified Payroll must accompany Pay Applications, and be fully reconciled with the final Pay Application. Failure to provide certified payroll will constitute a material breach of contract, and pay applications will be returned unpaid, and remain unpaid until satisfactory supporting documents are provided.

Additional information can be found on the University Procurement & Strategic Sourcing's web site at the following URL address: <http://procurement.wayne.edu/vendors/wage-rates.php>

PROCEDURE

Construction Bids and other Bids or Proposals for work that includes construction shall contain a WSU Wage Rate clause outlining a contractor's responsibilities under University policy. Each bid solicitation shall include reference to the most current wage determination schedule that contractors can use when preparing their bids.

When compensation will be paid under WSU Wage Rate requirements, the University shall require the following:

- The contractor shall obtain and keep an accurate record showing the name and occupation of and the actual wages and benefits paid to each laborer and mechanic employed in connection with this contract.
- The contractor shall submit a completed certified payroll document [U.S. Department of Labor Form WH 347] verifying and confirming the prevailing wage and benefits rates for all employees and subcontractors for each payroll period for work performed on this project. The certified payroll form can be downloaded from the Department of Labor website at <http://www.dol.gov/whd/forms/wh347.pdf>.
- A properly executed sworn statement is required from all tiers of contractors, sub-contractors and suppliers which provide services or product of \$10,000.00 or greater. Sworn statements must accompany applications for payment. All listed parties on a sworn statement as a subcontractor must submit Partial or Full Conditional Waivers for the amounts invoiced on the payment application. A copy of the acceptable WSU Sworn Statement and Waiver will be provided to the awarded contractor.

If the VENDOR or subcontractor fails to pay the WSU rates of wages and fringe benefits and does not cure such failure within 10 days after notice to do so by the UNIVERSITY, the UNIVERSITY shall have the right, at its option, to do any or all of the following:

- Withhold a portion of payments due the VENDOR as may be considered necessary by the UNIVERSITY to pay laborers and mechanics the difference between the rates of wages and fringe benefits required by this contract and the actual wages and fringe benefits paid.
- Terminate the contract and proceed to complete the contract by separate agreement with another vendor or otherwise, in which case the VENDOR and its sureties shall be liable to the UNIVERSITY for any excess costs incurred by the UNIVERSITY.



- Propose to the Associate Vice President for Business Services / Procurement that the Vendor be considered for Debarment in accordance with the University's Debarment Policy, found on our website at <https://policies.wayne.edu/appm/2-8-debarment-policy-on-non-responsible-vendor-in-procurement-transactions>

Terms identical or substantially similar to this section of this RFP shall be included in any contract or subcontract pertaining to this project.

Prior to award of the project, the apparent low bidder will be required to produce a schedule of values which will include the proposed subcontractors for each division of work and whether the subcontractor is signatory or non-signatory. A letter of intent or contract will not be issued to the apparent low bidder until this document is provided. The apparent low bidder will have one week to produce this document. If the required document is not received within this time, the bidder will be disqualified, and the next low bidder will be required to provide this schedule of values.



**APPENDIX A FOR THE
PREVAILING WAGE SCHEDULE FOR THIS PROJECT**

See web site:

<http://go.wayne.edu/bids>



Key Performance Indicator Tracking Sworn Statement Requirements

The University tracks its level of spend along a number of socio-economic categories. This includes its spend with Diverse organizations, its spend with Detroit based organizations, and its spend with Michigan based organizations. To assist with this, The University has the following requirements for submission of your bid and for Pay Applications submitted by the successful contractor.

Submission of Bid

1. **Diverse or disadvantaged prime contractor:** Please specify in your bid whether ownership of your company is a certified diverse or disadvantaged business, according to the categories listed previously in section 00300. In accordance with guidelines from the MMSDC and GL-WBC, the University considers a business to be diverse when it is at least 51% owned, operated, and controlled by one or more members of a diverse classification. Section 00300 has a place for this information on page 00300-3.
2. **Detroit based and Michigan Based contractor:** It is presumed that the contractor is headquartered at the location we submit our Purchase Orders to, and that it should be the same address as listed in Section 00300 at the signature line. If a supplier is headquartered elsewhere, please make note of this information, so we do not inaccurately include or exclude spend.

Pay Applications and Sworn Statements

1. **Applicability:** The University requires Sworn Statements with Pay Applications for all construction projects that use
 - Subcontractors greater than \$10,000.00
 - Significant suppliers (those with a purchase value of \$10,000 or more).
2. **Sworn Statements:** The Supplier must submit applicable monthly sworn statements to the Project Manager and the Buyer of Record, in the format shown on page 2 of Section 00420. Sworn Statements are "always required" for this project, and are to be submitted to (**Project Manager**), the project manager, and to **Valerie Kreher, Senior Buyer**
3. **Inclusion:** Sworn Statements are to detail the inclusion of recognized diverse and disadvantaged groups in the following 2 categories; Subcontracts or Suppliers. The University recognizes the following groups as diverse or disadvantaged:
 1.
 - Minority Business Enterprises (MBE)
 - Women Business Enterprises (WBE)
 - Disabled Veteran Enterprises (DVBE)
 - Disabled Person Enterprises (DBE)
 - Veteran Owned Businesses (VBE)
 - Small Businesses per the US Small Business Administration (SBE)
4. A complete set of the University's Supplier Diversity Program, which includes complete definitions of each of the above, can be downloaded from our web site at <http://policies.wayne.edu/administrative/04-02-supplier-diversity.php>.



WAYNE STATE UNIVERSITY

Prentis Basement Heating Piping
WSU Project No. 022-336740

STATE OF MICHIGAN						Sworn Statement				
COUNTY OF _____ } §										
_____, being duly sworn, deposes and says that (s)he makes the Sworn Statement on behalf of _____, who is the Contractor for an improvement to the following described real property situated in _____ County, Michigan, and described as follows:										
That the following is a statement of each subcontractor and supplier and laborer, for which laborer the payment of wages or fringe benefits and withholdings is due but unpaid, with whom _____ has subcontracted for performance under the contract with the Owner or lessee thereof, and that the amounts due to the persons as of the date thereof are correctly and fully set forth opposite their names, as follows. (Subcontracts or suppliers of values of less than \$1,000 are omitted.)										
NO.	SUBCONTRACTOR (Name, Address, Telephone Number) SUPPLIER OR LABORER	S=Supplier C=Contractor	Type of Entity *see below	TYPE OF IMPROVEMENT FURNISHED	TOTAL CONTRACT PRICE	CONTRACT CHANGE +/-	ADJUSTED CONTRACT AMOUNT	AMOUNT PAID TO DATE	AMOUNT CURRENTLY OWING	BALANCE TO COMPLETE
1										
2										
3										
4										
5										
6										
7										
8										
9										
10										
11										
12										
TOTALS										
* Type of Entity: MBE=Minority Business Enterprises; WBE=Women Business Enterprises; DVBE=Disabled Veteran Enterprises; DBE=Disabled Person Enterprises; VBE=Veteran Owned Businesses; SBE=Small Businesses per the US Small Business Administration										
Please attach additional sheets if the number of items exceeds the page limit.										



That _____ has not procured material from, or subcontracted with, any person other than those set forth above and owes no money for the improvement.											
Deponent further says that _____ makes the foregoing statement as a representative of _____, for the purpose of representing to the owner or lessee of the above-described premises and his or her agents that the above-described property is free from claims of construction liens, or the possibility of construction liens, except as specifically set forth above and except for claims of construction liens by laborers which may be provided pursuant to section 109 of the construction lien act, Act No. 497 of the Public Acts of 1980, as amended, being section 570.1109 of the Michigan Compiled Laws.											
											Deponent Signature
WARNING TO OWNER: AN OWNER OR LESSEE OF THE ABOVE-DESCRIBED PROPERTY MAY NOT RELY ON THIS SWORN STATEMENT TO AVOID THE CLAIM OF A SUBCONTRACTOR, SUPPLIER, OR LABORER WHO HAS PROVIDED A NOTICE OF FURNISHING OR A LABORER WHO MAY PROVIDE A NOTICE OF FURNISHING PURSUANT TO SECTION 109 OF THE CONSTRUCTION LIEN ACT TO THE DESIGNEE IS NOT NAMED OR HAS DIED.											
ON RECEIPT OF THIS SWORN STATEMENT, THE OWNER OF LESSEE, OR THE OWNER'S OR LESSEE'S DESIGNEE, MUST GIVE NOTICE OF ITS RECEIPT, EITHER IN WRITING, BY TELEPHONE, OR PERSONALLY, TO EACH SUBCONTRACTOR, SUPPLIER AND LABORER WHO HAS PROVIDED A NOTICE OF FURNISHING UNDER SECTION 109 OR, IF A NOTICE OF FURNISHING IS EXCUSED UNDER SECTION 108 OR 108A, TO EACH SUBCONTRACTOR, SUPPLIER OR LABORER WHO HAS PROVIDED A NOTICE OF FURNISHING OR WHO IS NAMED IN THE SWORN STATEMENT MAKES A REQUEST, THE OWNER, LESSEE, OR DESIGNEE SHALL PROVIDE THE REQUESTER A COPY OF THE SWORN STATEMENT WITHIN 10 BUSINESS DAYS AFTER RECEIVING THE REQUEST.											
WARNING TO DEPONENT: A PERSON, WHO WITH INTENT TO DEFRAUD, GIVES A FALSE STATEMENT IS SUBJECT TO CRIMINAL PENALTIES AS PROVIDED IN SECTION 110 OF THE CONSTRUCTION LIEN, ACT, ACT NO. 497 OF THE PUBLIC ACTS OF 1980, AS AMENDED, BEING SECTION 570.2220 IF THE MICHIGAN COMPILED LAWS.											
Subscribed and sworn to before me this _____ day of _____											(NOTARY STAMP BELOW)
Notary Public _____											
_____ County, Michigan - My commission expires: _____											
Rev. 4_06.05.15											



WAYNE STATE UNIVERSITY
PAYMENT PACKAGE DOCUMENT REQUIREMENTS (Revised 7-23-2015):

Review and comply with Section 410 of Bid Front End Documents.
Review and comply with Article 15 of the Supplemental General Conditions.

PAYMENT APPLICATION - AIA document G702 & G703 (or equivalent) –Checklist:

- Correct Project Name – Found on your contract.
- Correct Project Number – Found on your contract.
- Purchase Order Number – Required prior to beginning work.
- Correct Application Number.
- Correct Period Reporting Dates – Applications support docs must be sequential and within application range.
- Approved & Executed Change Orders Listed. (Cannot invoice for unapproved Change Orders)
- Schedule of Values percentages and amounts match the approved Pencil Copy Review – Signed by the Architect, Contractor, and University Project Manager.
- Correct Dates – Back dating not accepted.
- Signed and Notarized.

SWORN STATEMENT – Checklist:

- List all contractors, sub-contractors, suppliers... ≥ \$10,000.00
- A sworn statement is required from every Sub Contractor on the job with a material purchase or sub-contract of \$10,000 or more. (All tiers.)
- Purchase Order Number
- Dates – Back dating not accepted.
- Signed and Notarized.

CERTIFIED PAYROLL - Dept. of Labor Form WH-347 – Checklist: (Union and Non-Union)

- For every contractor & sub-contractors work, for each week within the application reporting period.
- Correct Project Number
- List ALL workers on-site.
- Make sure their addresses are listed.
- Social Security Numbers MUST be blackened out or listed in XXX-XX-1234 format.
- Work classifications based on the job specific Prevailing Wage Schedule descriptions.
- For any workers paid at the Apprenticeship rates - proof of enrolled program and current completion required.
- Rate of Pay verified against the Prevailing Wage Schedule with an hourly cost breakdown of fringes paid.
- Authorized signatures on affidavit.
- Dates – must represent the weeks within the application period.

APPLICATION PACKAGE SUPPORTING DOCUMENTATION –

- **Proof of Ownership** for any 'Owner Operator' contractors not wishing to claim their time on prevailing wage. – (Must list their hours and dates worked on the WH-347 Form and enter EXEMPT on the income brackets.) The Owner must provide copies of "DBA" registration form confirming status as exempt from prevailing wage requirements.
- **Proof of Stored Materials** – Bill of Lading, Delivery Receipts, Pictures, Certificate of Insurance or endorsement page specifically insuring stored material at location, and pictures with materials clearly



separated and labeled for WSU. The University reserves the right to on site verification of stored materials.

- **Partial Conditional Waivers** – The contractor shall provide covering the entire amount of the application. For non-bonded projects all sub-contractors must provide for all applications which they have a draw.
- **Partial Unconditional Waivers** – Must release amount paid for work and be delivered starting with application #2 and in no case after payment application #3, through all sequential applications for contractors, sub-contractors, and suppliers listed on the Sworn Statements.
- **Full Unconditional Waivers** – Must be delivered with final payment application, releasing all contractors, sub-contractors, suppliers listed on the sworn statements and any legitimate notice of furnishings reconciled.

FINAL PAYMENT APPLICATION – Checklist:

- Clear and concise As-Built drawings.
- Operation and Maintenance Manuals
- Process and training directions (if applicable).
- Warranty of work in accordance with project documents.
- Submittals log and samples installed on the job.
- Certificate of Substantial Completion
- Full Unconditional Waiver

○ **The Project Manager may provide additional requirements as may apply to individual jobs**

Revised 11-01-2018



Contractor Performance Evaluation

In an effort to provide continuous process improvement regarding the construction of various university projects, Wayne State University is embarking upon a process of evaluating the contractor's overall performance following the completion of work. At the conclusion of the construction project a subjective evaluation of the Contractor's performance will be prepared by the Project Manager and the supervising Director of Construction. The evaluation instrument that will be used in this process is presented below:



Contractor Evaluation Sheet

Contractor Name : _____	Project Name: _____
Contractor's PM: _____	PM Name: _____
Superintendent: _____	Project Number: _____ PO#: _____
Designer: _____	

EVALUATION SCORING: 1 = Unacceptable, 2 = Less than Satisfactory, 3 = Satisfactory or Neutral, 4 = Good, 5 = Excellent

Note: Comments are REQUIRED if any score is less than 3. Write comments on the back of the evaluation.

Field Management

	Score					Weight	Total
1) Work Planning / Schedule:	1	2	3	4	5	8	
2) Compliance with Construction Documents:	1	2	3	4	5	8	
3) Safety Plan & Compliance:	1	2	3	4	5	5	
4) Compliance with WSU procedures:	1	2	3	4	5	7	
5) Effectiveness of Project Supervision:	1	2	3	4	5	8	
6) Project Cleanliness:	1	2	3	4	5	3	
7) Punch List Performance:	1	2	3	4	5	5	
8) Contractor Coordination with WSU Vendors:	1	2	3	4	5	3	
9) Construction Quality:	1	2	3	4	5	8	

Administrative Management

10) Responsiveness:	1	2	3	4	5	4	
11) Contractor communication:	1	2	3	4	5	4	
12) Contractor Professionalism:	1	2	3	4	5	3	
13) Subcontractor Professionalism:	1	2	3	4	5	3	
14) Compliance with Contract Requirements:	1	2	3	4	5	3	
15) Submittal\RFI Process:	1	2	3	4	5	4	
16) Close-out - Accuracy of Documents	1	2	3	4	5	7	

Invoice and Change Management

17) Change Management	1	2	3	4	5	7	
18) Applications for Payment	1	2	3	4	5	6	
19) Timely payment of Subs/Suppliers:	1	2	3	4	5	4	
						Total 100	Total

20) Level of Self-Performance:	Low	Med	High
21) Would you work with this Contractor again?		Yes	No
22) Would you work with this team again?		Yes	No

One year follow up

23) Warranty Support:	1	2	3	4	5
-----------------------	---	---	---	---	---

Evaluator

Signature _____	Date: _____
Title: _____	
Name: _____	

Please Print

Rev. 2-17-2015 RGP



We are providing the evaluation instrument at this time to allow the bidder's to review and understand the criterion that the University's project management team will use to evaluate the successful bidder's performance at the conclusion of the project. It is the intent of the university to utilize the results of this evaluation to determine if it will continue to conduct business with the Contractor in future bidding opportunities.

The scoring range is between 100 to 500 points, with 100 being low and 500 being high. Each question has an associated 'weight' factor, and the higher the weight; the greater the importance of satisfactory performance on the final score. At the conclusion of the project, and after the Project Manager and the supervising Director has prepared their independent evaluation, the University's project representative will meet with the Contractor to review the results. Acceptable contractor performance is essential to avoid having the University decline future work with the Contractor. An appeals process is available for Contractor disagreement with evaluation scores.

Contractors engaged in work are encouraged to maintain an open and regular dialog with the Design and Construction Department over the course of the construction project to ensure that the final evaluation is an accurate representation of the Contractor's performance.



CONSOLIDATED AGREEMENT FOR CONSTRUCTION GENERAL CONTRACTING

BOARD OF GOVERNORS OF WAYNE STATE UNIVERSITY
DETROIT, MICHIGAN

With

[GENERAL CONTRACTOR'S NAME] |

For

[NAME PROJECT] |

Wayne State University Contract Number []

This Agreement is entered into on [], 20[], by and between the Board of Governors of Wayne State University, called "University" in this Agreement, and [CONTRACTOR NAME], called "Contractor" in this Agreement, to provide construction labor and materials as outlined in the Bid accepted [ENTER DATE HERE], attached to this Agreement as Exhibit A, for the Project described in this Agreement.

[ENTER A BRIEF DESCRIPTION OF THE PROJECT] |



1.00 CONTRACT DOCUMENTS

The Contract Documents shall consist of this Agreement, the Contractor's Bid or Proposal attached to this Agreement as Exhibit A only insofar as consistent with the other Contract Documents, the General Conditions of Construction, the Supplementary General Conditions, the approved plans and specifications, and other documents listed in Article 11, Inclusion by Reference. In the case of conflicts between the Contractor's Bid and this Agreement or other Contract Documents, the language of this Agreement and the other Contract Documents shall prevail over the Contractor's Bid or Proposal.

2.00 DESIGN PROFESSIONAL

The Design Professional for this Project is:

[NAME]
[ADDRESS] |

The University intends that the relationship between the Contractor, Design Professional and University will be one of mutual cooperation and respect in order to promote efficiency and quality in the Project work.

3.00 CONTRACTOR'S RESPONSIBILITIES

3.01 Scope of Work

The Contractor shall furnish all labor, materials, equipment, project management and construction superintendent services necessary to construct the Work in accordance with the approved Contract Documents and executed Change Orders, including requirements reasonably inferable therefrom.

3.02 Skill and Judgment

The Contractor covenants with the University to furnish its best skill and judgment in furthering the interests of the University as defined in the Contract Documents. The Contractor shall perform all obligations under the Contract Documents using efficient business administration, superintendence and best efforts to facilitate the expeditious and timely completion of the Project consistent with the interests of the University as expressed in the Contract Documents. The Contractor acknowledges that significant effort will be invested in complying with the Contractor's Construction Schedule, and in maintaining construction quality. Accordingly, the Contractor further acknowledges that the greatest degree of professionalism is expected from the Contractor and the Design Professional in accomplishing their respective contractual obligations and that when potential conflicts exists, each shall demonstrate appropriate respect, professionalism and cooperation with each other in resolving such conflicts.

3.03 Scheduling

The Contractor shall develop a Contractor's Construction Schedule that clearly indicates the interrelationship of activities and defines the critical path of the entire Project. The Contractor shall submit a preliminary Contractor's Construction Schedule, by the earlier of fifteen (15) days from either the Notice to Proceed or the execution of this Agreement. The Contractor shall provide iterative updates to the Contractor's Construction Schedule with each Application for Payment, but no less than monthly. Upon request by the University, the

Contractor shall prepare and submit a resource-loaded Contractor's Construction Schedule to the University and Design Professional for approval.

3.04 Construction

3.04.1 Subcontracts and Purchase Agreements

The Subcontracts shall be solely between the Contractor and the Subcontractors. Nothing in any Subcontract shall establish any contractual relationship between the University and any Subcontractor. However, the University is an intended third-party beneficiary of all Subcontracts, purchase orders and other agreements; the Contractor shall incorporate the obligations of the Contract Documents into its respective Subcontracts, supply agreements and purchase orders.

The Contractor will screen and pre-qualify, utilizing appropriate industry standards, potential Subcontractors for the Work keeping in mind the requirement to recruit and encourage Minority/Women Business Enterprise participation. The University shall have the right to review and approve all Subcontractors qualified or rejected for qualification by the Contractor. The Contractor shall notify the University of all Subcontractors to be used, and the Contractor shall remove any Subcontractor to which the University has an objection.

The Contractor shall obtain appropriate guarantees and warranties acceptable to the University from the Subcontractors, which shall be for the direct benefit of the University.

3.04.2 Construction Supervision

- a) The Contractor shall establish sufficient on-site organization, staffing and support as well as clear lines of authority in order to expeditiously complete the Project in accordance with the Contract Documents, in every aspect, on a totally coordinated basis.
- b) The Contractor shall maintain a competent full-time staff available at the site while Work is being performed to supervise, schedule and coordinate the performance of the Work of all Subcontractors in accordance with the University's objectives including cost, time for completion and quality of the Work. Contractor's Staffing Plan is attached as Exhibit D to this Agreement. The Staffing Plan shall not be changed, except with the written consent of the University's Representative unless members of the Project Staff cease to be in the employ of the Contractor.
- c) The Contractor shall notify the University of the dates, times and locations of conferences with Subcontractors and schedule and conduct regular progress meetings to be attended by all parties in interest including the University to discuss such matters as procedures, progress, job problems, scheduling, coordination, changes, and related matters.
- d) The Contractor shall take, transcribe and promptly distribute to all parties, including the University, minutes of such progress meetings with the Subcontractors, weekly job meetings and monthly management meetings.
- e) The Contractor shall maintain an on-site daily log of construction progress, problems and items of special interest. The Contractor shall provide digital photographic files and digital recording showing Project status or progress. Such logs, records, photographs and videos shall be immediately available to the University upon request.
- f) The Contractor shall furnish monthly written progress reports on the Subcontractors' work in a form acceptable to the University and assist the Design Professional and the University with periodic and final inspections of the Work. At all inspections preceding the final inspection, the Contractor shall furnish a detailed report to the University of observed discrepancies, deficiencies, and omissions in the Work

performed by any Subcontractor.

- g) The Contractor shall provide and maintain a correct layout of the structures and monitor the Work to verify that all lines and levels are adhered to by the Subcontractors. The Contractor shall immediately report in writing all discrepancies with respect to design details for prompt resolution by the Design Professional.
- h) The Contractor shall submit any Request for Information (RFI) to the Design Professional and University only after attempting to determine if the requested clarification is contained in the Contract Documents; any RFI shall contain sufficient detail to allow a response within seven (7) calendar days of when the RFI is submitted. In no event shall the response to an RFI be considered delayed unless more than fourteen days have passed since the RFI was submitted.
- i) The Contractor shall supervise and direct the Work using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract Documents or that which is reasonably inferable for the completion of the Project.
- j) The Contractor shall be responsible to the University for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons performing any portion of the Work related to a contract with the Contractor.
- k) The Contractor shall not be relieved of obligations to perform the Work in accordance with the Contract Documents either by activities of the University, Design Professional, or by tests, inspections or approvals required or performed by persons other than the Contractor, except where such relief is authorized by the University in writing in accordance with this Agreement.
- l) The Contractor shall inspect portions of Work performed or portions of existing facilities being renovated in this Project to determine that such portions are in proper condition to receive subsequent Work. Further, the Contractor shall plan for and call for the review of the Work by the University's commissioning agents as required. The Contractor's Construction Schedule shall include activities that recognize this coordination responsibility.

3.04.2.1 Safety

The Contractor shall protect adjoining property and nearby buildings, roads, and other facilities and improvements from dust, dirt, debris and other nuisances arising out of Contractor's operations or storing practices. Dust shall be controlled by sprinkling, negative pressure exhausting or other effective methods acceptable to University. Fugitive dust from interior demolition shall be controlled by negative pressure exhausting. An erosion and sedimentation control program shall be initiated, which includes measures addressing erosion caused by wind and water and sediment in runoff from site. A regular watering program shall be initiated to adequately control the amount of fugitive dust.

The Contractor is knowledgeable of and understands that the University may intend to maintain occupancy of certain portions of the existing facility. The Contractor shall exercise precaution at all times for the protection of persons and their property. The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to: (1) employees on the Work and other persons who may be affected thereby; (2) the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor or the Contractor's subcontractors or sub-subcontractors; and (3) other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction. The Contractor shall install adequate safety guards and protective devices for all equipment and machinery, whether used in the Work or permanently installed as part of the Project.



The Contractor shall also provide and adequately maintain all required means of egress, including but not limited to, proper temporary walks, roads, guards, railings, lights, and warning signs. The Contractor shall comply with all applicable laws relating to safety precautions. The Contractor shall establish, maintain and update a Project Specific Safety Program.

The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the University and Design Professional.

The Contractor shall require each and every one of its subcontractors and Trade subcontractors to comply with all of the provisions of this section.

The Contractor shall not load or permit any part of the construction or site to be loaded so as to endanger its safety.

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in the Contract.

3.04.2.2 Hazardous Condition

The University and/or the Design Professional may bring to the attention of the Contractor a possible hazardous situation in the field regarding the safety of personnel on the site. The Contractor shall be responsible for verifying that all local, state, and federal workplace safety guidelines are being observed. In no case shall this right to notify the Contractor absolve the Contractor of its responsibility for monitoring safety conditions. Such notification shall not imply that anyone other than the Contractor has assumed any responsibility for field safety operations.

Explosives shall not be used without first obtaining written permission from the University and then shall be used only with the utmost care and within the limitations set in the written permission and in accordance with prudence and safety standards required by law. Storage of explosives on the Project site or University is prohibited. Powder activated tools are not explosive for purposes of this Article; however, such tools shall only be used in conformance with State safety regulations.

The Contractor shall immediately make a report to the University's Police Department and report in writing to the University's Representative, within eight (8) hours, all accidents whatsoever arising out of, or in connection with, the performance of the Work, whether on or off the Site but on University property, which caused death, personal injury or property damage, giving full details and statements of witnesses. In addition, if death or serious injuries or serious damages are caused, the accident shall be reported immediately by telephone or messenger. If any claim is made by anyone against the Contractor or any subcontractor on account of any accident, the Contractor shall report promptly the facts in writing to the University's Representative, giving full details of the claim.

3.04.2.3 University's Right to Stop the Work

If the Contractor fails to correct work which is not in accordance with the requirements of the Contract Documents as required, or persistently fails to carry out work in accordance with the Contract Documents, the University Representative, by written order may order the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the University to stop the Work shall not give rise to a duty on the part of the University to exercise this right for the benefit of the Contractor or any other person or entity.



It is understood that while the Contractor is fully responsible for the safety of the Work, and for the methods of its execution, if the University deems that the Contractor is failing to provide safe conditions, the University may stop the Work under such conditions. However, this ability shall not create such duty on the University. Under no circumstance shall the Contractor be granted a time extension or Contract Sum increase for conditions resulting by a stop work order.

3.04.2.4 University's Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a three (3) day period after receipt of written notice from the University to commence and continue correction of such default or neglect with diligence and promptness, the University may after such three (3) day period, without prejudice to other remedies the University may have, correct such deficiencies. In such case an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor the cost of correcting such deficiencies, including compensation for the Design Professional's additional services and expenses made necessary by such default, neglect or failure. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the University.

3.04.3 Document Management

The Contractor shall maintain at the job site, on a current basis, all Project documents including plans, specifications, shop drawings, samples, submittal, purchase orders, Subcontracts, material specifications, and any other related documents, and revisions thereto, which arise out of or relate to the Project, this Agreement or the Work. Prior to final payment, copies of all such records shall be provided to the University.

The Contractor shall be responsible for reviewing, processing and paying applications by Subcontractors for progress and final payment. The University will compensate the Contractor monthly based on the requirements of Article 4.04, Application For Payment.

The Contractor shall prepare and submit to the University every three months a report of the total M/WBE participation in the Project to demonstrate compliance with Paragraph 3.04.6 together with a projection of M/WBE participation through Final Completion.

3.04.3.1 Review of Contract Documents and Field Conditions by Contractor

Execution of the Contract by the Contractor is a representation that the Contractor shall have thoroughly and carefully examined the site of the Work; investigated any and all conditions which can affect the Work or its cost, including but not limited to, availability of labor, materials, supplies, water, electrical power, roads, access to the site, University episodic and scheduled closures, uncertainties of weather, water tables, the character of equipment and facilities needed to perform the Work, and local conditions under which the Work is to be performed; and further, that the Contractor shall insure that the documents issued for bidding by Trade Contractors reflect the results of this investigation and are adequate to complete the Work. It is the responsibility of the Contractor to be familiar with the materials, equipment, or procedures to be used in the Work, or which in any other way could affect the completion of the Work. Any failure to properly familiarize themselves with the proposed Work shall not relieve the Contractor from the responsibility for completing the Work in accordance with the Contract Documents.

The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Project. Contract Documents are complementary, and what is required by one shall be as binding as if required by all. Performance by the Contractor shall be required to be consistent with the Contract Documents and the highest standard of care. In the case of an inconsistency between, or perceived omission or error in the Drawings, Specifications, or other Contract Documents which is not clarified by addendum or RFI, or should the Contractor be in doubt as to their exact meaning, the Contractor shall notify

the Design Professional and the University prior to performing any related Work. The University shall not be responsible for the Contractor's misinterpretations of Drawings and Specifications and/or other Contract Documents.

The Contractor shall have a continuing duty to read, carefully study and compare the Contract Documents and product data with each other and with information furnished by the University, and shall at once report to the Design Professional and the University errors, inconsistencies, ambiguities and omissions before proceeding with the affected Work. The Contractor shall be liable to the University for damage resulting from errors, inconsistencies or omissions in the Contract Documents, relating to constructability if the Contractor recognized or should have recognized such error, inconsistency, ambiguity or omission and failed to report it to the Design Professional and the University. If the Contractor performs any construction activity which involves such error, inconsistency, ambiguity or omission in the Contract Documents relating to constructability, without such notice to the Design Professional and the University, the Contractor shall assume responsibility for such performance and shall bear all costs attributable for correction. If the Contractor submits authorized substitutes that cost in excess of the Contract Sum which cause coordination conflicts, the Contractor shall bear all costs attributable to correction.

The Contractor shall take field measurements and verify field conditions and shall carefully compare such field measurements and conditions and other information known to the Contractor with the Contract Documents before commencing activities. Errors, inconsistencies or omissions discovered shall be reported to the Design Professional prior to performing any affected Work.

The Contractor shall perform the Work in accordance with the Contract Documents.

3.04.4 Cash Flow Estimates and Cost Control

At the University's request, the Contractor shall prepare a Cash Flow Estimate indicating the anticipated schedule of payment application amounts within fifteen (15) days after the Contractor's Bid has been accepted. The Cash Flow Estimate shall be revised periodically, at least every three months, unless significant deviations are expected or otherwise more frequently as requested by the University.

The Contractor shall review requests for changes with the University, and with the University's approval, obtain quotations from affected Subcontractors. Bulletins to Subcontractors shall define the scope of the change and require pricing using either lump sum, time and materials or cost of Work for all items of Work, including overhead and profit as may be defined in the Bid and this Agreement and shall include costs related to schedule delays, if applicable. Where both additions and deductions are involved, each should be calculated separately. Contractor shall be responsible for reviewing the pricing submitted by Subcontractors for accuracy, completeness, and reasonableness.

3.04.5 Minority/Women Business Enterprise Participation

The University makes a continuous effort to strongly encourage Minority Business Enterprise (MBE) and Women Business Enterprise (WBE) contractors and supplier to bid on and participate in University contracts. To the fullest extent permitted under federal and Michigan law, you are strongly encouraged to retain the services of WBE and MBE Subcontractors and suppliers of goods and services in connection with performance of this Contract. For purposes of this Contract, MBE is defined as a business entity in which 51% or minority individuals hold more of the voting shares and interest in the enterprise. The minority ownership of the enterprise shall have management and investment control of the company. WBE is defined as a business entity in which 51% or a woman or women hold more of the voting shares and interest in the enterprise. The female ownership of the enterprise shall have management and investment control of the company.

3.04.7 Time of Completion

The Contractor acknowledges that time is of the essence in performing and completing the Work on the Project. Accordingly, the Contractor shall comply with the activity and milestone completion dates as defined in the Contractor's Construction Schedule as mutually agreed by the Contractor, the University and the Design Professional. The Contractor shall provide, prepare and/or participate in developing schedules, submittals, shop drawings, construction schedules, close out documents, or other activities consistent with the conditions of the Contract Documents and as set forth below:

- A. Substantial Completion: [ENTER COMPLETION DATE] |
- B. Punchlist Completion: [ENTER COMPLETION DATE]
- C. Final Completion: [ENTER COMPLETION DATE]

3.04.8 Timely Completion

Contractor acknowledges that the University has scheduled use of the Project immediately following the Dates of Substantial Completion. In scheduling that use, the University may have signed contracts and otherwise made financial commitments relating to the use of the Project no later than the date of Substantial Completion. In the event that the Contractor fails to complete on or before the date for Substantial Completion, the Contractor shall be responsible to reimburse the University for all direct, indirect and administrative costs and expenses incurred in locating, coordinating and securing alternate sites, refunding deposits, and taking any other reasonable action as a consequence of the Contractor's failure to achieve Substantial Completion by the date stated in this Agreement.

The University shall be entitled to retain from the Contractor those damages incurred upon the Contractor's default of Substantial Completion, as provided above.

The Contractor further agrees to complete 100% of all punchlist items, documented on the Substantial Completion certificate, within forty-five (45) days of the date of Substantial Completion. Nothing in this Article 3.04.08 shall be construed as a limitation or waiver on such other rights as the University may have.

3.04.8.1 Substantial Completion

"Substantial Completion" shall mean the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so the University can occupy or utilize the Work for its intended use. Substantial Completion shall only be determined as described in the Contract Documents.

3.04.8.2 Final Completion

"Final Completion" means the completion of all the Work in accordance with the Contract Documents and the acceptance thereof by the University. Completion of the Work includes (1) full performance of all Contract terms; (2) acceptance of the Work by University; (3) resolution of all outstanding Changes of Contract; (4) completion of all "punch-list" items; and (5) delivery of all Close-out Documents.

3.05 Contractor's Insurance



The Contractor shall not commence Work under this Contract until it has obtained all the insurance required by the Contract Documents and such insurance has been approved by the University; likewise, no subcontractor or subconsultant shall be allowed to commence Work until the insurance required has been obtained. The Contractor shall, at its expense, purchase and maintain in full force and effect such insurance as will protect itself and the University from claims, such as for bodily injury, death, and property damage, which may arise out of or result from the Work required by the Contract Documents, whether such Work is done by the Contractor, by any subcontractor, by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. The types of such insurance and any additional insurance requirements are specified herein with the amounts and limits set forth in the Supplementary General Conditions.

3.05.1 Policies and Coverage

The following policies and coverages shall be furnished by the Contractor promptly upon request by the University:

(1) Comprehensive or Commercial Form General Liability Insurance covering all Work done by or on behalf of the Contractor and providing insurance for bodily injury, personal injury, property damage, and Contractual liability. Except with respect to bodily injury and property damage included within the products and completed operations hazards, the aggregate limit shall apply separately to work required of the Contractor by these Contract Documents. This insurance shall include the contractual obligations assumed under the Contract Documents and specifically section 4.06.

(2) Business Automobile Liability Insurance on an "Occurrence" form covering owned, hired, leased, and non-owned automobiles used by or on behalf of the Contractor and providing insurance for bodily injury, property damage, and Contractual liability.

(3) Worker's Compensation and Employer's Liability Insurance as required by Federal and Michigan law. The Contractor shall also require all of its Subcontractors to maintain this insurance coverage.

(4) The Umbrella Excess Liability insurance must be consistent with and follow the form of the primary policies, except that Umbrella Excess Liability insurance shall not be required for the Medical Expense Limit.

(5) Builder's Risk Insurance.

(6) Professional Liability Insurance (Errors and Omissions).

3.05.2 Proof of Coverage

Certificates of Insurance, or other evidence of the insurance required by these Contract Documents or requested by the University, shall be submitted by the Contractor to the University. The Certificates of Insurance shall state the scope of coverage and deductible, identify any endorsements to the policies and list the University as an additional named insured. Any deductible shall be the Contractor's liability. The Certificates of Insurance shall provide for no cancellation or modification of coverage without thirty (30) days prior written notice to the University. Acceptance of Certificates of Insurance by the University shall not in any way limit the Contractor's liabilities under the Contract Documents. In the event the Contractor does not comply with these insurance requirements, the University may, at its option, provide insurance coverage to protect the University; the cost of such insurance shall be deducted from the Contract Sum or otherwise paid by the Contractor. Renewal certifications shall be filed in a timely manner for all coverage until the Project is accepted as complete. Upon the University's request, the Contractor shall provide copies of the policies obtained from the insurers.

3.05.3 Subcontractor's Insurance

The Contractor shall either require subcontractors to carry the insurance or the Contractor shall insure the activities of the subcontractors in the amount, types and form of insurance required by the Contract Documents. If the Contractor elects to have its subcontractors purchase individual insurance policies, the Contractor's subcontracts shall include a clause requiring that copies of any insurance policies which provide coverage to the Work shall be furnished to the University. The Contractor shall supply the University with a list of all subcontractors showing whether or not they have individual insurance policies and certifying that those subcontractors without individual insurance policies are insured by the Contractor.

3.05.4 Scope of Insurance Coverage

The Contractor's insurance as required by the Contract Documents (including subcontractors' insurance), by endorsement to the policies and the Certificates of Insurance, shall include the following and may be presented in the form of a rider attached to the Certificates of Insurance:

(1) The Board of Governors of Wayne State University, the University, their officers, employees, representatives and agents including the Design Professional, shall be included as additional named insureds for and relating to the Work to be performed by the Contractor and subcontractors. This shall apply to all claims, costs, injuries, or damages.

(2) A Severability of Interest Clause stating that, "The term 'insured' is hereby used severally and not collectively, but the inclusion herein of more than one insured shall not operate to increase the limits of the insurer's or insurers' liability."

(3) A Cross Liability Clause stating that, "In the event of claims being made under any of the coverages of the policy or policies referred to herein by one or more insured hereunder for which another or other insured hereunder may be liable, then the policy or policies shall cover such insured or insured against whom a claim is made or may be made in the same manner as if separate policies had been issued to each insured hereunder. Nothing contained herein, however, shall operate to increase the insurer's limits of liability as set forth in the insuring agreements."

(4) The Board of Governors of Wayne State University, the University, their officers, employees, representatives and agents, shall not by reason of their inclusion as insured incur liability to the insurance carriers for payment of premiums for such insurance. However, the Board of Governors of Wayne State University may, in their sole discretion after receiving a notice of cancellation for nonpayment, elect to pay the premium due and deduct such payment from any sums due to the Contractor or recover the amount paid from the Contractor if the sums remaining are insufficient.

(5) Coverage provided is primary and is not in excess of or contributing with any insurance or self-insurance maintained by the Board of Governors of Wayne State University, the University, their officers, employees, representatives and agents.

3.05.5 Miscellaneous Insurance Provisions

The form and substance of all insurance policies required to be obtained by the Contractor shall be subject to approval by the University. All such policies shall be issued by companies lawfully authorized to do business in Michigan and be acceptable to the University. All property insurance policies to be obtained by the Contractor shall name the University as loss payee as its interest, from time to time, may appear.

The Contractor shall, by mutual agreement with the University and at the University's cost, furnish any additional insurance as may be required by the University. The Contractor shall provide appropriate endorsements evidencing such additional insurance.



In the event that the scope of Work includes asbestos abatement, the Contractor or subcontractor, as appropriate, shall provide \$1,000,000 asbestos liability insurance.

The University is not required to provide or purchase any additional insurance with respect to this Project or the Work required of the Contractor for the Project.

3.05.6 Loss Adjustment

Any insured loss is to be adjusted with the University and made payable jointly to the University and the Contractor. The Contractor shall cooperate with the University in a determination of the actual cash value or replacement value of any insured loss. Any deductible amount shall be the responsibility of the Contractor to resolve.

3.05.7 Compensation Distribution

The University upon the occurrence of an insured loss shall account for any money so received and shall distribute it in accordance with such agreement as the interested parties may reach. Claim payments received shall be distributed proportionately according to the actual percentages of losses to both. If after such loss no other special agreement is made, replacement of damaged work shall be covered by an appropriate contract change order. Any dispute shall be resolved by the University.

3.05.8 No Waiver of Subrogation

The University does not waive any rights of Subrogation that it may possess on this Project.

3.06 Indemnification

3.06.1

To the fullest extent permitted by law, the Contractor shall hold harmless, defend, and indemnify the Board of Governors of Wayne State University, the University, and officers, employees, representatives and agents of each of them, from and against any and all claims or losses arising out of or are alleged to be resulting from, or relating to (1) the failure of the Contractor to perform its obligations under the Contract or the performance of its obligation in a willful or negligent manner; (2) the inaccuracy of any representation or warranty by the Contractor given in accordance with or contained in the Contract Documents; and (3) any claim of damage or loss by any subcontractor, or supplier, or laborer against the University arising out of any alleged act or omission of the Contractor or any other subcontractor, or anyone directly or indirectly employed by the Contractor or any subcontractor.

3.06.2

To the fullest extent permitted by law, the Contractor shall be liable for and hereby agrees to defend, discharge, fully indemnify and hold the University harmless from and against any and all claims, demands, damages, liability, actions, causes of action, losses, judgments, costs and expenses of every nature (including investigation costs and/or expenses, settlement costs, and attorney fees and expenses incident thereto) sustained by or asserted against the University arising out of, resulting from, or attributable to the performance or nonperformance of any Work and/or obligation covered by the Contract or to be undertaken in connection with the construction of the Project contemplated by the Contract (collectively, "Claim"), including, but not limited to, any Claim for: (a) any personal or bodily injury, illness or disease, including death at any time resulting therefrom of any person, (including, but not limited to, employees of the University, the Contractor, any subcontractor, and any materialman and the general public); (b) any loss, damage or destruction of any property; (c) any loss or damage to the University's operations, arising out of, resulting from, or attributable in



whole or in part to (i) any negligence or other act or omission of the Contractor, and any subcontractor, any materialman and/or any other person or any of the directors, officers, employees or agents of any of them or (ii) any defects in material or equipment furnished hereunder; (d) any payments allegedly owed to subcontractors, sub-subcontractors or materialmen; (e) any acts or omissions relative to conditions of safety and protection of persons on the Project site; and/or (f) any act or omission relative to the Contractor's breach of obligations and regarding non-discrimination as set forth in these General Conditions. The Contractor shall not be liable hereunder to indemnify the University against liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence or willful misconduct of the University, its agents or employees. The Contractor, at its own cost and expense, shall take out and maintain at all times during the effective period of the Contract, contractual liability insurance insuring the performance by the Contractor of its contractual duties and obligations under this Article, which insurance shall name the University as additional insured and shall be in form and amount and from an insurance company satisfactory to the University. The Contractor's duty to fully indemnify the University shall not be limited in any way by the existence of this insurance coverage.

3.06.3

The Contractor shall also be liable for and hereby agrees to pay, reimburse, fully indemnify and hold the University harmless from and against all costs and expenses of every nature (including attorney fees and expenses incident thereto) incurred by the University in collecting the amounts due from the Contractor, or otherwise enforcing its rights, under the indemnifications described in this Article.

3.06.4

In claims against any person or entity indemnified under this Article made by an employee of the Contractor or a Subcontractor, supplier or indirectly employed by any of them, or anyone for whose acts is made liable, the indemnification obligation under this Article shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for the Contractor, Subcontractor or supplier under workers compensation laws, disability benefit laws, or other laws providing employee benefits.

3.06.5

The indemnification obligations under this Article shall not be limited by any assertion or finding that the person or entity indemnified is liable by reason of a non-delegable duty.

3.06.6

The Contractor shall hold harmless, defend, and indemnify the University from and against losses resulting from any claim of damage made by any separate contractor of the University against the University arising out of any alleged acts or omissions of the Contractor, a subcontractor, anyone directly or indirectly employed by either the Contractor or subcontractor, or anyone for whose acts either the Contractor or subcontractor may be liable.

3.06.7

The Contractor shall hold harmless, defend, and indemnify the separate Contractors of the University from and against losses arising out of the negligent acts or omissions or willful misconduct of the Contractor, a subcontractor, anyone directly or indirectly employed by the Contractor or subcontractor, or anyone for whose acts the Contractor or subcontractor may be liable.

3.07 Guarantee



The Contractor unconditionally guarantees the Work under this Contract to be in conformance with the Contract Documents and to be and remain free of defects in workmanship and materials not inherent in the quality required or permitted. Contractor shall repair or replace any Work, together with any adjacent Work which may be displaced in so doing, which is not in accordance with the requirements of the Contract or which is defective in its workmanship or material, all without any expense whatsoever to the University for a period of **one (1) year / two (2) years** from the date of Substantial Completion, unless a longer guarantee period is stipulated in the Contract Documents or otherwise available from the manufacturer ("Repair Period").to.

Special guarantees that are required by the Contract Documents shall be signed by the Contractor who is responsible for the entire work and countersigned by the subcontractor who performs the work.

The Contractor further agrees that within five calendar days after being notified in writing by the University of any Work not in accordance with the requirements of the Contract Documents or of any defects in the Work, it shall commence and prosecute with due diligence all Work necessary to fulfill the terms of this guarantee and to complete the Work in accordance with the requirements of the Contract with sufficient manpower and material to complete the repairs as expeditiously as possible. The Contractor, in the event of failure to so comply, does hereby authorize the University to proceed to have the Work done at the Contractor's expense, and it agrees to pay the cost thereof upon demand. The University shall be entitled to all costs necessarily incurred upon the Contractor's refusal to pay the above cost.

Notwithstanding the foregoing paragraph, in the event of an emergency constituting an immediate hazard to health, safety or damage of the University's employees, property, or licenses, the University may undertake at the Contractor's expense, without prior notice, all Work necessary to correct such hazardous conditions caused by the Work of the Contractor not being in accordance with the requirements of this Contract.

The Contractor shall require a similar guarantee in all subcontracts, including the requirement that the University be reimbursed for any damage or loss to the Work or to other Work resulting from such defects.

If required by the Contract Documents, the Maintenance and Guarantee Bond shall be in full force and effect during the entire Repair Period, unless a longer bond period is stipulated in the Contract Documents.

4.00 CONTRACTOR'S COMPENSATION

4.01 Basis of Compensation

In consideration of the full performance of this Agreement by the Contractor, the University shall compensate the Contractor as stated in **Exhibit B**.

4.02 Change Orders and Construction Change Directives

4.02.1 Generally

The University reserves the right to issue written orders whether through a formal Change Order or Construction Change Directive, directing changes in the Contract at any time prior to the acceptance of the Project without voiding the Contract, and Contractor shall promptly comply with such order. A Construction Change Directive may be issued in writing by the University directing the Contractor to perform changed Work in the absence of a final agreement on a Change Order and the costs will be calculated as provided in 6.01.4. The Contractor may request changes in the Work, but shall not act on the changes until approved in writing by the University. Any change made without authority in writing from the University shall be the responsibility of the Contractor.

Any such changes in the Work that have a cost impact shall only be authorized by Change Orders approved by the University. No action, conduct, omission, prior failure or course of dealing by the University shall act to waive, modify, change or alter the requirement that Change Orders must be in writing and signed by the



University and Contractor and that such written Change Orders are the exclusive method for changing or altering the Contract Sum or Contract Time. The University and Contractor understand and agree that the Contract Sum and Contract Time cannot be changed by implication, oral agreements, actions, inaction, course of conduct or Construction Change Directive.

On the basis set forth herein, the Contract Sum may be adjusted for any Change Order requiring a different quantity or quality of labor, materials or equipment from that originally required, and the partial payments to the Contractor, set forth in section 8.01, may be adjusted to reflect the change. Whenever the necessity for a change arises, the Contractor shall take all necessary steps to mitigate the effect of the ultimate change on the other Work in the area of the change. Changed Work shall be performed in accordance with the original Contract requirements except as modified by the Change Order. Except as herein provided, the Contractor shall have no claim for any other compensation including lost productivity or increased overhead expenses due to changes in the Work. The amounts set forth in the Change Order constitute full compensation for both direct and indirect costs of the Work described in the Change Order. Payment by the University pursuant to the Change Order shall constitute full satisfaction of any and all claims for compensation and extension of time by the Contractor for the performance of the Work by the Contractor and all subcontractors.

4.02.2 Proposed Change Orders

The Design Professional, with approval of the University, shall issue to the Contractor a cost request Bulletin for a proposed change order describing the intended change and shall require the Contractor to indicate thereon a proposed amount to be added to or subtracted from the Contract Sum due to the change supported by a detailed estimate of cost. Upon request by the University, the Contractor shall permit inspection of the original Contract estimate, subcontract agreements, or purchase orders relating to the change. Any request for adjustment in Contract Time which is directly attributable to the changed Work shall be included with substantiating detailed explanation by the Contractor in its response to the cost request bulletin. Failure by Contractor to request adjustment of Contract Time in the response to the cost request Bulletin shall waive any right to subsequently claim an adjustment of the Contract Time based on the changed Work. The Contractor shall submit the response to the cost request Bulletin with detailed estimates and any time extension request thereon to the Design Professional and the University's Representative within ten (10) calendar days after issuance of the cost request bulletin. Upon its submission the Design Professional will review it and advise the University who will make the decision. If the Contractor fails to submit the response within the required ten (10) calendar days, and the Contractor has not obtained the Design Professional's and the University's permission for a delay in submission, the University may order the Contractor in writing to begin the Work immediately, and the Contract Sum shall be adjusted in accordance with the University's estimate of cost. In that event, the Contractor, within fifteen days following completion of the changed Work, may present information to the University that the University's estimate was in error; the University, in its sole discretion, may adjust the Contract Sum. The Contractor must keep and submit to the University time and materials records verified by the University to substantiate its costs. The University may require the Contractor to proceed immediately with the changed Work in accordance with section 4.02.4, "Failure to Agree as to Cost" or section 4.02.6 "Emergency Changes."

When the University and the Contractor agree on the amount to be added to or deducted from the Contract Sum and the time to be added to or deducted from the Contract Time and an Impact Report or a Contract Change Order is signed by the University and the Contractor, the Contractor shall proceed with the changed Work. If agreement is reached as to the adjustment in compensation for the performance of changed Work but agreement is not reached as to the time adjustment for such Work, the Contractor shall proceed with the Work at the agreed price, reserving the right to further pursue its Claim for a time adjustment. Any costs incurred to acquire information relative to a proposed Change Order shall not be borne by the University.

4.02.3 Allowable Costs Upon Change Orders



The only estimated or actual costs that will be allowed because of changed Work and the manner in which those costs shall be computed is described by this section.

4.02.3.1 Labor

Costs are allowed for the actual payroll cost to the Contractor for direct labor, engineering or technical services directly required for the performance of the changed Work, (but not site management such as field office estimating, clerical, project engineering, management or supervision) including payments, assessments, or benefits required by lawful labor union collective bargaining agreements, compensation insurance payments, contributions made to the State pursuant to the Unemployment Insurance Code, and for taxes paid to the federal government required by the Social Security Act of August 14, 1935, as amended, unless the time of completion adjustments affect the general condition inclusion of the Contract Sum.

No labor cost will be recognized at a rate in excess of the appropriate wage rates established for that portion of the Work, nor will the use of a classification which would increase the labor cost be permitted unless the Contractor established to the satisfaction of the University the necessity for payment at a higher rate.

4.02.3.2 Materials

Costs are allowed for the actual cost to the Contractor for the materials directly required for the performance of the changed Work. Such cost of materials may include the costs of transportation, sales tax, and delivery if necessarily incurred. However, overhead costs shall not be included. If a trade discount by the actual supplier is available to the Contractor, it shall be credited to the University. If the materials are obtained from a supply or source owned wholly or in part by the Contractor, payment therefor will not exceed the current wholesale price for such materials.

If, in the opinion of the University, the cost of materials is excessive, or if the Contractor fails to furnish satisfactory evidence of the cost from the actual suppliers thereof, then in either case the cost of the materials shall be deemed to be the lowest wholesale price at which similar materials are available in the quantities required at the time they were needed.

4.02.3.3 Equipment

Costs are allowed for the actual cost to the Contractor for the use of equipment directly required in the performance of the changed Work except that no payment will be made for time while equipment is inoperative due to breakdowns or for non-working days. The rental time shall include the time required to move the equipment to the Project site from the nearest available source for rental of such equipment, and to return it to the source. If such equipment is not moved by its own power, then loading and transportation costs will be paid. However, neither moving time nor loading and transportation costs will be paid if the equipment is used on the Project in any other way than upon the changed Work. Individual pieces of equipment having a replacement value of \$500.00 or less shall be considered to be tools or small equipment, and no payment therefor will be made.

For equipment owned or furnished by the Contractor, no cost therefor shall be recognized in excess of the rental rates established by distributors or equipment rental agencies in the locality where the Work is performed. Blue Book rates shall not be used for any purpose.

The amount to be paid to the Contractor for the use of equipment as set forth above shall constitute full compensation to the Contractor for the cost of fuel, power, oil, lubrication, supplies, small tools, small equipment, necessary attachments, repairs and maintenance of any kind, depreciation, storage, insurance, labor (except for equipment operators who shall be paid for as provided in Article 4.02.3.1) and any and all costs to the Contractor incidental to the use of such equipment.

4.02.3.4 Work by Subcontractors and Vendors

For any portion of the changed Work which is to be performed by a subcontractor, the Contractor shall furnish to the University a detailed estimate prepared and signed by subcontractor of the cost to subcontractor for performing the changed Work. At the sole discretion of the University, a lump sum estimate of such cost to subcontractor may be accepted in lieu of the detailed estimate. The combined costs for subcontractor's overhead, profit, taxes, indirect supervision, insurance, bonds shall not exceed ten percent (10%). Estimates of the amount to be deleted from subcontractor's portion of the Work shall be gross cost of the deducted Work plus eight percent (8%). For changed Work to be furnished by a supplier, the Contractor shall furnish upon demand of the University, a lump sum estimate of the cost of the items including taxes and cartage to the Contractor prepared by the supplier. No supplier mark-up for overhead, profit, layout, supervision or bonds will be allowed for changed Work furnished by a supplier.

4.02.3.5 Contractor Mark-up for Added Work

Where changed Work is performed, the Contractor may add to the total estimated actual cost for such Work no more than ten (10%) for subcontractor mark-up and seven and one-half percent (7.5%) for self-performed trade work for profit, overhead, insurance, taxes, indirect supervision, bonds, and any other costs not allowed by section 4.02.01.

4.02.3.6 Credit for Deleted Work

The amount to be deducted from the Contract Sum shall be the total estimated actual cost of the deducted Work plus eight percent (8%).

Where an entire item or section of Work is deleted from the Contract, the entire subcontract cost or bid cost shall be considered the appropriate deduction less the value of Work performed. If the subcontract cost or bid cost is not identifiable, then estimates of the amount to be deducted from the Contract Sum shall be the gross cost of the deducted work plus six percent (6%) for saved overhead, bonds, insurance, and taxes.

For proposed change orders which involve both added and deleted Work, the Contractor shall separately estimate the cost of the added Work before mark-ups, and separately estimate the cost of the deleted Work before allowance of a credit. If the difference between the costs results in an increase to the Contract Sum, the mark-up for added Work shall be applied to the difference, and if the difference in the costs results in a decrease, then the mark-up for deleted Work shall be applied to the difference.

4.02.3.7 Market Values

Cost for added Work shall be no more than market values prevailing at the time of the change, unless the Contractor can establish to the satisfaction of the University that it investigated all possible means of obtaining Work at prevailing market values and that the excess cost could not be avoided.

When a change order deletes Work from the Contract, the computation of the cost thereof shall be the values which prevailed at the time bids for the Work were opened or the Contract Sum established.

4.02.4 Failure to Agree as to Cost**4.02.4.1 For Added Work**

Notwithstanding the failure of the University and the Contractor to agree as to the cost of the proposed Change Order, the Contractor, upon written order from the University, shall proceed immediately with the



changed Work. A Construction Change Directive or letter signed by the University shall be used for this written order. At the start of each day's Work on the change, the Contractor shall notify the University in writing as to the size of the labor force to be used for the changed Work and its location. Failure to so notify may result in the non-acceptance of the costs for that day. At the completion of each day's Work, the Contractor shall furnish to the University a detailed summary of all labor, materials, and equipment employed in the changed Work. The University will compare his/her records with Contractor's daily summary and may make any necessary adjustments to the summary. After the University and the Contractor agree upon and sign the daily summary, the summary shall become the basis for determining costs for the additional Work. The sum of these costs when added to an appropriate mark-up will constitute the payment for the changed Work. Subsequent adjustments, however, may be made based on later audits by the University. When changed Work is performed at locations away from the job site, the Contractor shall furnish in lieu of the daily summary, a summary submitted at the completion of the Work containing a detailed statement of labor, material, and equipment used in the Work. This latter summary shall be signed by the Contractor who shall certify thereon that the information is true.

The Contractor shall maintain and furnish on demand of the University itemized statements of cost from all vendors and subcontractors who perform changed Work or furnish materials and equipment for such Work. All statements must be signed by the vendors and the subcontractors.

4.02.4.2 For Deleted Work

When a proposed Change Order contains a deletion of any Work, and the University and the Contractor are unable to agree upon the cost thereof, the University's estimate shall be deducted from the Contract Sum and may be withheld from any payment due the Contractor until the Contractor presents adequate substantial information to the University that the University's estimate was in error. The amount to be deducted shall be the actual costs to the Contractor for labor, materials, and equipment which would have been used on the deleted Work together with an amount for mark-up as defined in the Contract Documents.

4.02.5 Allowable Time Extensions

For any change in the Work, the Contractor shall only be entitled to such adjustments in Contract Time due solely to performance of the changed Work. The procedure for obtaining an extension of time is set forth in Section 4.08 of these General Conditions. No extension of time shall be granted for a change in the Work unless the Contractor demonstrates to the satisfaction of the University that the Work is on the critical path and submits an updated CPM schedule showing that an extension of time is required and that the Contractor is making, or has made, every reasonable effort to guarantee completion of the additional Work called for by the change within the time originally allotted for the Contract. Failure by the Contractor to make the required submission or showing constitutes a waiver of any possible adjustment in Contract Time.

Any adjustment in Contract time shall specify the exact calendar day.

4.02.6 Emergency Changes

Changes in the Work made necessary due to unforeseen site conditions, discovery of errors in plans or specifications requiring immediate clarification in order to avoid a serious Work stoppage, changes of a kind where the extent cannot be determined until completed, or under any circumstances whatsoever when deemed necessary by the University are kinds of emergency changes which may be authorized by the University in writing to the Contractor. The Contractor shall commence performance of the emergency change immediately upon receipt of written direction from the University.

If agreement is reached as to compensation adjustment for the purpose of any emergency change, then compensation will be as provided in this section relating to ordinary changes. If agreement is not reached as to compensation at the time of commencing the emergency change, then compensation will be as provided in



section 4.02.4, that is, time and materials records and summaries shall be witnessed and maintained until either a lump sum payment is agreed upon, or the changed Work is completed.

4.03 Records and Audit

4.03.1

Contractor's records, which shall include but not be limited to accounting records (hard copy, as well as computer readable data if it can be made available), written policies and procedures; subcontract files (including proposals of successful and unsuccessful bidders, bid recaps, etc.); original estimates; estimating work sheets, correspondence; change order files (including documentation covering negotiated settlements); backcharge logs and supporting documentation; general ledger entries detailing cash and trade discounts earned, insurance rebates and dividends; and any other supporting evidence deemed necessary by the University to substantiate changes related to the Agreement (collectively referred to as "Records") shall be maintained in accordance with Generally Accepted Accounting Principles and open to inspection and subject to audit and/or reproduction by University's agent or its authorized representative to the extent necessary to adequately permit evaluation and verification of Cost of the Work, and any invoices, change order, payments or claims submitted by the Contractor or any of his payees pursuant to the execution of the contract.

4.03.2

Such audits may require inspection and copying from time to time and at reasonable times and places of any and all information, materials and data of every kind and character, including without limitation, records, books, papers, documents, subscriptions, recordings, agreements, purchase order, leases, contracts, commitments, arrangements, notes, daily diaries, superintendent reports, drawings, receipts, vouchers and memoranda, and any and all other agreements, sources of information and matters that may in University's judgment have any bearing on or pertain to any matters, rights, duties or obligations under or covered by any Contract Documents. Such records subject to audit shall also include, but not be limited to, those records necessary to evaluate and verify direct and indirect costs, (including overhead allocations) as they may apply to costs associated with this Agreement.

4.03.3

The University or its designee shall be afforded access to all of the Contractor's Records, and shall be allowed to interview any of the Contractor's employees, pursuant to the provisions of this article throughout the term of this contract and for a period of six (6) years after Final Payment or longer if required by law. To the extent University deems is allowed by law, the Contractor's records shall remain confidential. Contractor recognizes and agrees that University will disclose documents it deems is required or appropriate pursuant to law, defense against lawsuits or other claims, or other reason deemed necessary by University.

4.03.4

Contractor shall require all Subcontractors, insurance agents, and material suppliers (payees) to comply with the provisions of this article by insertion of the requirements hereof in a written contract agreement between Contractor and payee. Such requirements will also apply to Subcontractors and all lower tier Subcontractors. Contractor will cooperate fully and will cause all of Contractor's Subcontractors (including those entering into lump sum contracts, payees or lower tier Subcontractors) to cooperate fully by furnishing or making available to University from time to time whenever requested in an expeditious manner any and all such information, materials and data.

4.03.5

University's agent or its authorized representative shall have access to the Contractor's facilities, shall have access to all records deemed necessary by University; and shall be provided adequate and appropriate work space, in order to conduct review or audits in compliance with this article.

4.03.6

Contractor agrees that University's designee shall have the right to examine the Contractor's records (during the contract period and up to six(6) years after Final Payment is made on the contract) to verify the accuracy and appropriateness of the pricing data used to price change proposals or claims. Contractor agrees that if the University determines the cost and pricing data submitted (whether approved or not) was inaccurate, incomplete, not current or not in compliance with the terms of the contract regarding pricing of change orders, an appropriate contract price reduction shall be made. Such post-approval contract price adjustments will apply to all levels of Contractors and/or Subcontractors and to all types of change order proposals specifically including lump sum change orders, unit price change orders and cost-plus change orders.

4.03.7

If an audit, inspection or examination in accordance with this article, discloses overcharges (of any nature) by the Contractor to the University in excess of one percent (1%) of the total contract billings, the actual cost of the University's audit shall be reimbursed to the University by the Contractor. Any adjustments and/or payments which must be made as a result of any such audit or inspection of the Contractor's invoices and/or records shall be made within a reasonable amount of time (not to exceed 90 days) from presentation of University's findings to Contractor.

4.03.8

If this Agreement is determined to be subject to Section 1861(v)(1)(I) of the Social Security Act, as amended from time to time, the Contractor agrees that for a period of four (4) years following the expiration or earlier termination of this Agreement, the Contractor shall retain and make available to the Secretary of Health and Human Services, the Comptroller General of the United States, or any of their duly authorized representatives, this Agreement, and any books, documents, and records of the Contractor which are necessary to certify the nature and extent of amounts paid by the University pursuant to this Agreement. In the event access to books, documents, and records is requested by the Secretary, the Comptroller General, or any of their duly authorized representatives, the Contractor shall immediately notify the University and make such books, documents and records available to the University unless prohibited by law.

4.04 Applications for Payment

The Contractor shall prepare and deliver to the University monthly an itemized Application for Payment. The University shall pay the Contractor within thirty (30) days of receipt of a properly submitted, complete and correct Application for Payment. The Applications for Payment shall include a Schedule of Values describing the services included and Work completed in the Application for Payment. No interest shall accrue on any unpaid portion of the Applications for Payment or any other sums that the Contractor or any Subcontractor or supplier claim are or may be due under this Agreement.

The Application for Payment shall constitute a representation by the Contractor to the University that the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment. No progress payment, partial use or entire use of the Project by the University shall constitute acceptance of work not in strict conformity with the Contract Documents.



The Contractor shall keep records of cost and expense to support the Contractor's Applications for Payment, including without limitation records of staff time, material costs, and reimbursable expense items in connection with the Work. Financial records shall be kept on a generally recognized accounting basis, as approved by the University. Contractor shall make them readily available to the University or its representatives for inspection and audit for a period of six (6) years after the Project Close-out and Final Payment to the Contractor.

The Application for Payment shall be accompanied by a Sworn Statement completed by the Contractor, together with Certified Payrolls prepared in accordance with Section 5.02, as well as other documentation that may be required by the University, stating that all Subcontractors and suppliers have been paid in full for Work performed through the last or most recent progress payment.

4.05 Retainage

Payments to the Contractor shall be subject to retainage of ten percent (10%) of the Cost of Work for each Application for Payment until the Work is fifty percent (50%) complete; at that time, no further retainage will be deducted from the Applications for Payment. Draws on retainage may only be submitted after Substantial Completion and in the following quantities: (1) at the completion of all Punchlist items, the retainage may be reduced to two percent (2%); and (2) at delivery of all Closeout Documents and warranties, the remainder of the retainage may be paid to the Contractor. Any release of retainage shall be at the sole discretion of the University.

4.06 Final Payment

Issuance of Final Payment shall be expressly conditioned on certification of Substantial Completion, certification of Punchlist completion and written acceptance of closeout documents by the Design Professional and University.

5.00 PREVAILING WAGES

5.01 Applicable Wage Rates

The Contractor acknowledges and shall abide by the University's prohibition on use of 1099 independent contractors and owner / operator business entities wherein such individuals or entities are not able to secure and maintain workers compensation insurance. The Contractor shall ensure that all classifications of laborers and construction mechanics performing Work on the Project job site are employees of the Contractor or any subcontractor for any tier thereof, and that each worker is covered by workers compensation insurance.

For this project, it is a University requirement that the Contractor and all Subcontractors and sub-subcontractors who provide labor on this project shall compensate each worker, regardless of their employment status, not less than the wage and fringe benefit rates prevailing in the locality in which the work is to be performed. At the time of advertising for bids on the project, the University shall provide the prevailing rates of wages and fringe benefits for all classes of construction mechanics called for in the Contract. A schedule of these rates shall be made a part of the specifications for the work to be performed and shall be printed on the bidding forms where the work is to be done by contract. Contractor shall also post on site, in a conspicuous place, a copy of all applicable wage and benefit rates, and shall provide the University with a copy of the applicable wage and benefit rates posted.

5.02 Certified Payroll Records and Supporting Documents



The Contractor and each Subcontractor shall keep an accurate record showing the name and occupation of and the actual benefits and wages paid to each laborer and mechanic working in connection with this contract and shall be submitted with each pay application in accordance with Section 4.04. Contractor shall be required to 1) collect all certified payroll records from Contractor and Subcontractors and sub-subcontractors; 2) provide and require Subcontractors and sub-subcontractors to provide the University access to supporting documentation, and 3) shall provide this information, records, and/or access to documentation to the University or its agent(s) or auditors for review or audit promptly on request. Contractor shall, and shall also require all subcontractors and sub-subcontractors to, promptly provide information relating to payroll and job classification and work duties to University upon request. The University reserves the right to audit Contractor, Subcontractors, and sub-subcontractors for compliance with wage and hour requirements, prevailing wage, employee classifications and other applicable requirements.

5.02.1 Audit

In connection with the prevailing wage rate audit conducted by the University, the Contractor is required to maintain and/or promptly obtain the following information, records and documentation from Contractor, all Subcontractors, and all sub-subcontractors and to promptly provide them to the University upon request:

1. Canceled payroll checks
2. Pay stubs
3. Weekly time cards on time sheets
4. Payroll registers
5. Employee handbook
6. Fringe benefit plan documents
7. Minutes of Board of Directors meetings
8. Worksheets for calculation of non-cash fringe benefit amounts included in compensation
9. Apprentice certificates and other documents to verify registration of all apprentices in recognized apprentice program certified by the Bureau of Apprenticeship and Training (B.A.T.) of the U.S. Dept. of Labor or an acceptable equivalent
10. Other related documents as requested by the University.

5.02.2 Failure to Comply with Audit

If the requested information and/or records are not promptly provided pursuant to University's request, in addition to all other rights and remedies it has pursuant to law, equity and contract, the University, by written notice to Contractor and the sureties of the contractor known to the University may, but has no obligation or duty to, 1) terminate the contract with Contractor and University owe Contractor and be liable only for that prorated portion of satisfactorily completed work up to the date of termination; 2) withhold further payments owed until Contractor supplies the requested information and records and/or otherwise complies with the request for records and/or access to documentation; and 3) inform the Vice-President for Finance and Business Operations of what has been requested and what has not been provided by Contractor and/or subcontractor or sub-subcontractor. Contractor is hereby given express notice that failure to comply with University's requests for information and records may disqualify Contractor and/or non-complying Subcontractors/sub-subcontractors from bidding and/or receiving work on future University projects. The University may proceed to complete this contract by separate agreement with another contractor or otherwise and the original Contractor and its sureties shall be liable to the University for any excess cost occasioned thereby.

5.03 Classification of Workers



All apprentices utilized on this University project must be registered in a recognized apprentice program, i.e., one that is certified by the Bureau of Apprenticeship (B.A.T.), U.S. Department of Labor. The workers used on a University project by either Contractor or a Subcontractor must be employees of the Contractor or Subcontractor and not individuals claimed as subcontractors or independent contractors, such as individuals whose compensation is reflected on IRS form 1099. The use of individuals as independent contractors is prohibited without express written permission of the University.

5.04 Failure to Pay

If a Contractor or subcontractor fails to pay the prevailing rates of wages and fringe benefits and does not cure such failure within fourteen (14) days after notice to do so by the University, the University shall have the right, at its option, to do any or all of the following:

5.04.1

Withhold all or any portion of payments due the Contractor as may be considered necessary by the University to pay laborers and mechanics the difference between the rates of wages and fringe benefits required by this Agreement and the actual wage and fringe benefits paid.

5.04.2

Terminate part or all of this Agreement or any subcontract and proceed to complete the Agreement or subcontract by separate agreement with another contractor or otherwise, in which case the Contractor and its sureties shall be liable to the University for any excess costs incurred by the University.

5.04.3 University's Rights Cumulative

It is expressly understood by both parties that the above are in addition to University's other rights and remedies, and **University retains all other rights and remedies it has pursuant to this Agreement, or otherwise, to enforce its rights to require that prevailing wages and fringe benefits be paid for the construction work on this Project, but the University shall have no duty or contractual obligation to enforce these provisions.** Contractor agrees that it shall be solely responsible for ensuring that these requirements are met and shall handle and defend all complaints or claims regarding wage payments to construction mechanics without assistance or involvement of the University. Contractor shall permit its employees and workers, and its Subcontractors and sub-subcontractors and their employees and workers, to discuss payment and work duty information with University staff, but otherwise Contractor shall continually prohibit its employees and workers, and all subcontractors and sub-subcontractors and their employees and workers, from directing or making any claims or complaints regarding the payment of wages to any employee or official of the University, and shall indemnify and reimburse University for all expenses and fees, including attorney fees, which it incurs for defending or representing itself against such claims or complaints. The University shall not be asked to nor be responsible to address or resolve any disputes with or between Subcontractors on the Project.

5.05 Application to Subcontractors

The Contractor shall include terms identical or substantially similar to this section in all Subcontracts, Purchase Orders and other agreements pertaining to the Project.

6.00 OWNERSHIP OF ELECTRONIC OR HARD-COPY DOCUMENTS

All drawings and specifications and other data and materials prepared and furnished whether in electronic or hard-copy format by the University, the Design Professional and/or the Contractor shall become the property of the University. The Contractor shall have no claim for further employment or additional compensation as a



result of exercise by the University of its full rights to ownership of such documents, information, data and materials. The Contractor shall not use or copy such documents, information, data or materials in any format for any purpose other than for the Project.

7.00 SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon and inure to the benefit of the parties to this Agreement and their respective successors and assigns; provided, however, that none of the parties hereto shall assign this Agreement without the prior written consent of the other.

8.00 CLAIMS, DISPUTES AND GOVERNING LAW

8.00 CLAIMS AND DISPUTES

8.01 Claims Definition

A Claim is a demand or assertion by one of the parties seeking adjustment or interpretation of Contract terms, payment of money, extension of time or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the parties arising out of or relating to the Contract. Claims must be made by written notice within a specified time period. The responsibility to substantiate Claims shall rest with the party making the Claim.

8.01.1 Policy of Cooperation

The parties shall endeavor to resolve all of their claims and disputes amicably and informally through open communication and discussion of all issues relating to the Project. To the greatest extent possible, the parties shall avoid invoking the formal dispute resolution procedures contained in the Contract Documents.

8.02 Recommendation of Design Professional

Claims must be referred initially to the Design Professional for action as provided in paragraph 8.10 as an express condition precedent to proceeding further in resolving any claim.

8.03 Time Limits on Claims

Claims must be made within 5 business days after occurrence of the event giving rise to such Claim or within 5 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later. Claims must be made by written notice. An additional Claim made after the initial Claim has been resolved by Change Order will not be valid.

8.04 Continuing Contact Performance

Pending final resolution of a Claim, unless otherwise agreed in writing, the Contractor shall proceed diligently with performance of the Contract and the University shall continue to make payments in accordance with the Contract Documents subject to the University's rights relative to payments, withholding of payments, termination, or all other rights afforded it in the Contract Documents.

8.05 Claims for Concealed or Unknown Conditions

If conditions are encountered at the site which are (1) subsurface or otherwise concealed physical conditions which differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature, which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, then written notice



by the observing party shall be given to the other party promptly before conditions are disturbed and in no event later than 24 hours after first observance of the conditions. The Design Professional will promptly investigate such conditions and, if the conditions differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, the Design Professional will recommend an equitable adjustment in the Contract Sum or Contract Time, or both. If the Design Professional determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Design Professional shall so notify the University and Contractor in writing, stating the reasons. Claims by either party in opposition to such determination must be made within 5 days after the Design Professional has issued such determination. If the University and Contractor cannot agree on an adjustment in the Contract Sum or Contract Time, the adjustment shall be referred to the Design Professional for initial determination, subject to further proceedings pursuant to Paragraph 8.09.

8.06 Claims for Additional Cost

Any Claim by the Contractor for an increase in the Contract Sum shall be submitted in writing as required by the Contract Documents before proceeding to execute the Work. If the Contractor believes additional cost is involved for reasons including but not limited to (1) a written interpretation from the Design Professional, (2) an order by the University to stop the Work where the Contractor was not at fault, (3) a written order for a minor change in the Work issued by the Design Professional, (4) failure of payment by the University, (5) termination of the Contract by the University, (6) University's suspension or (7) changes in the scope of Work, the Contractor's claim shall be filed in strict accordance with the procedure established herein.

8.07 Claims for Additional Time

Any Claim by Contractor for an increase in the Contract Time shall be submitted in writing as required by this provision and the Contract Documents. The Contractor's Claim shall include an estimate of the probable effect of delay on progress of the Work. In the case of a continuing delay only one Claim is necessary.

As a precondition for the Claim to be considered by the University, Contractor must identify the precise activities affected as located on the approved network Project Schedule. Contractor must also describe the efforts that it has made to mitigate the effects of any negative schedule impact.

If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time and location and could not have been reasonably anticipated, and that the abnormal weather conditions had an adverse effect on the scheduled construction.

8.08 Injury or Damage to Person or Property

If either party to the Contract suffers injury or damage to person or property because of an act or omission of the other party, of any of the other party's employees or agents, or of others for whose acts such party is legally liable, written notice of such injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 5 days after first observance. The notice shall provide sufficient detail to enable the other party to investigate the matter. If a Claim for additional cost or time related to this Claim is to be asserted, it shall be filed as provided in the Contract Documents.

8.09 Verification of Claims Submitted

With respect to any Claim asserted by Contractor for itself or on behalf of a Subcontractor for additional time or cost, the Contractor shall evaluate the claim and verify that any amounts claimed are valid, compiled in accordance with generally accepted accounting principles and are consistent with the terms of the existing contractual agreements regarding entitlement before presentation of the Claim to the Owner. Any Claim not

verified in accordance with this requirement shall be denied without further recourse by the Contractor or Subcontractor.

8.10 Resolution of Claims and Disputes

8.10.1 Review by Design Professional

Design Professional will review all Claims and take one or more of the following preliminary actions within 10 days of receipt of a Claim: (1) request additional supporting data from the claimant, (2) submit a schedule to the parties indicating when the Design Professional expects to take action, (3) reject the Claim in whole or in part, stating reasons for rejection, (4) recommend approval of the Claim by the other party or (5) suggest a compromise. The Design Professional may also, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim.

If a Claim has been resolved, the Design Professional will prepare or obtain appropriate documentation. If a Claim has not been resolved, the party making the Claim shall, within 10 days after the Design Professional's preliminary response, take one or more of the following actions: (1) submit additional supporting data requested by the Design Professional, (2) modify the initial Claim or (3) notify the Design Professional that the initial Claim stands.

If a Claim has not been resolved after consideration of the foregoing and of further evidence presented by the parties or requested by the Design Professional, the Design Professional will notify the parties in writing that the Design Professional's opinion will be rendered within 5 days. Upon expiration of such time period, the Design Professional will render to the parties the Design Professional's written opinion relative to the Claim, including any change in the Contract Sum or Contract Time or both. If there is a surety and there appears to be a possibility of a Contractor's default, the Design Professional may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy. The opinion of the Design Professional shall be subject to the review of the Vice-President for Finance and Business Operations Wayne State University (VPFBO).

8.10.2 Review by Vice-President for Finance and Business Operations

The Vice-President for Finance and Business Operations (VPFBO) shall review the Design Professional's opinion and the supporting information submitted by the parties for the purpose of upholding the Design Professional's opinion, modifying the Design Professional's opinion, or rejecting the Design Professional's opinion. The VPFBO shall render a decision within forty-five days of the completion of any submissions by the parties. The decision of the VPFBO is final unless it is challenged by either party by filing a lawsuit in the Court of Claims of the State of Michigan within one year of the issuance of the decision.

8.10.3 Jurisdiction

Jurisdiction over all claims, disputes, and other matters in question arising out of or relating to this Contract or the breach thereof, shall rest in the Court of Claims of the State of Michigan. No provision of this agreement may be construed as the University's consent to submit any claim, dispute or other matter in question for dispute resolution pursuant to any arbitration or mediation process, whether or not provisions for dispute resolution are included in a document which has been incorporated by reference into this agreement.

8.10.4 Condition Precedent

The process and procedures described in Section 8.10 are an express condition precedent to filing or pursuing any legal remedy including litigation. Pursuing litigation prior to exhaustion of the Dispute Resolution process set forth herein shall be premature and a material breach of this Agreement.

8.10.5 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan.

9.00 NON-DISCRIMINATION**9.01 General**

The Contractor shall not discriminate against any job applicant, contractor, or employee because of race, color, religion, national origin, age, sex (including gender identity) height, weight, or familial, disability, or veteran status, and shall include terms identical or substantially similar to this section in all Subcontracts, Purchase Orders and other agreements pertaining to the Project.

9.02 Solicitation/Advertisements

The Contractor shall in all solicitation or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, age, sex (including gender identity), height, weight, or familial, disability or veteran status.

9.03 Rules/Laws

The Contractor shall comply with all applicable federal and state laws, and current published rules, regulations, directives, and orders of the Michigan Civil Rights Commission and other governmental agencies/departments.

9.04 Reports

The Contractor shall furnish and file compliance reports within such time and upon such forms as provided by the Michigan Civil Rights Commission; these forms may also elicit information as to the practices, policies, program, and employment statistics of the Contractor and of each Subcontractor. The Contractor shall permit access to all books, records, and accounts by the Michigan Civil Rights Commission and/or its agents, for purposes of investigation to ascertain compliance with this contract and with rules, regulations, and orders of the Michigan Civil Rights commission.

9.05 Persons with Disabilities

The Contractor shall comply with the provisions of the Michigan Persons with Disabilities Civil Rights Act (M.C.L. 37.1101, et seq.).

9.06 Contract Provisions

The Contractor shall include, or incorporate by reference, the provisions of this Article in every Subcontract, Subcontract and purchase order unless exempted by the rules, regulations or orders of the Michigan Civil Rights Commission, and shall provide in every Subcontract, subcontract or purchase order that said provisions shall be binding upon each Subcontractor, subcontractor or seller.

10.00 ADDITIONAL PROVISIONS**10.01 Prohibited Contracts or Subcontracts due to Unfair Labor Practices**



Public Act No. 278 of 1980 prohibits State of Michigan from awarding Contract or Subcontract to employer who has been found in contempt of court by a Federal court of appeals, on not less than three (3) occasions involving different violations during preceding seven (7) years, for failure to correct unfair labor practice as prohibited by Section 8 of Chapter 372 of National Labor Relations Act, 29 U.S.C. 158. Contractor may not in relation to that Contract subcontract with such employer. The University may rescind, or require Contractor to rescind a contract if the employer or Subcontractor, manufacturer, or supplier of employer subsequently appears in register of such employers which will be compiled by Michigan's Department of Licensing and Regulatory Affairs, pursuant to Section 2 of Public Act No. 278 of 1980.

10.02 Buy-American

University endeavors to buy products made in the United States of America whenever an American-made product is available that meets or exceeds the specifications requested and the price is equal to or lower than foreign-made product. Vendors and Contractors are instructed to bid American-made products and/or services whenever available. Vendors and Contractors may bid foreign-made products or services when:

1. those products or services are specified, or
2. as an alternate as long as the products or services are technically acceptable to the University and American-made goods or services that are competitively price and of comparable quality are not available.

A product or service shall be considered "American-made" if more than 50% of the product is manufactured or assembled in the United States or more than 50% of the services are performed in the United States.

10.03 Michigan Products

Contractor and its Subcontractors and suppliers shall utilize Michigan-made products whenever possible where price, quality and performance are equal to or better than non-Michigan products.

10.04 Drug and Alcohol Testing

The University is a "DRUG FREE WORKPLACE", and the University requires Contractors, Subcontractors and sub-subcontractors with access to the work site to abide by the University's policies on drugs, alcohol and tobacco, which can be found at http://bog.wayne.edu/code/2_20_04.php and <http://policies.wayne.edu/administrative/00-03-smoke-free-campus.php>. All costs for initial and periodic testing shall be borne by the Contractor.

1. The Contractor and University shall reserve the right to administer drug and alcohol tests to any and/or all site personnel at random periods and without notice.

a. The Contractor shall be responsible for all costs including wages for those individuals testing drug or alcohol-free at the Contractor's direction.

b. Subcontractors shall be responsible for all costs including wages for those individuals not testing drug or alcohol-free at the direction of the Contractor, and the Subcontractor shall immediately remove those individuals from the site.

4. Any individual not testing drug or alcohol-free shall not be allowed to return to the site under any circumstances.

10.05 Other University Policies

The University's policies related to Duty to Report Criminal Acts and Weapons on Campus shall apply to this Project and Contractor shall include this requirement in all Subcontracts, purchase orders and supply agreements.

10.06 University Representative

The University's Representative shall be the Associate Vice President of Facilities Planning and Management, the Senior Director of Design and Construction Services, the Director of Design and Construction Services and the Project Manager . Any project decision on behalf of the University may only be in accordance with the Authorization Matrix that is attached as Exhibit C and incorporated by reference.

11.00 INCLUSION BY REFERENCE

This Contract and Contract Documents hereby include and incorporate by reference the General Conditions of Construction and Supplementary General Conditions, the Request for Proposal by University, the approved plans and specifications, Contractor's Bid or Proposal insofar as it is not inconsistent with the other Contract Documents and other Project documents attached as Exhibits.

Exhibit A – Contractor's Bid or Proposal

Exhibit B – Basis of Compensation

Exhibit C - Authorization Matrix

Exhibit D – Staffing Plan

12.00 TERMINATION

12.01 Termination by the University for Cause

12.01.1

The University may terminate the Contract if the Contractor: (a) becomes insolvent; (b) files or has filed against it any Petition in Bankruptcy or makes a general assignment for the benefit of its creditors; (c) fails to pay, when due, for materials, supplies, labor, or other items purchased or used in connection with the Work; (d) refuses or fails to prosecute the Work, or any separable part thereof, with such diligence as will ensure the completion of the Work in accordance with the Master Project Schedule; (e) in the University's opinion, persistently fails, refuses or neglects to supply sufficient labor, material or supervision in the prosecution of the Work; (f) interferes with or disrupts, or threatens to interfere with or disrupt the operations of the University, or any other Contractor, supplier, subcontractor, or other person working on the Project, whether by reason of any labor dispute, picketing, boycotting or by any other reason; or (g) commits any other breach of this Contract.

When any of the above reasons exist, the University may, without prejudice to any other rights or remedies of the University and after giving the Contractor and the Contractor's surety, if any, three days written notice, terminate employment of the Contractor and may, subject to any prior rights of the surety: (1) take possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor; (2) accept assignment of subcontracts; and (3) finish the Work by whatever reasonable method the University may deem expedient.

When the University terminates the Contract for one of the stated reasons, the Contractor shall not be entitled to receive further payment until the Work is finished.



12.01.2

If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Design Professional's services and expenses made necessary thereby, the remaining balance shall be paid to the Contractor. If such costs exceed the unpaid balance, the Contractor shall pay the difference to the University. The amount to be paid to the Contractor or University, as the case may be, shall be certified by the Design Professional, upon application, and this obligation for payment shall survive termination of the Contract.

12.02 Suspension by the University for Convenience

12.02.1

The University may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as the University may determine.

12.02.2

An adjustment shall be made for increases in the cost and/or time of performance of the Contract, including profit on the increased cost of performance, caused by suspension, delay or interruption. No adjustment shall be made to the extent: (1) that performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Contractor is responsible; or (2) that an equitable adjustment is made or denied under another provision of this Contract.

Adjustments made in the cost of performance may have a mutually agreed fixed or percentage fee.

12.03 Termination By The University For Convenience

12.03.1

The University, with or without cause, may terminate all or any portion of the services by the Contractor under this Agreement, upon giving the Contractor 30 days written notice of such termination. In the event of termination, the Contractor shall deliver to the University all reports, estimates, schedules, subcontracts, Contract assignments, purchase order assignments, and other documents and data prepared by it, or for it, pursuant to this Agreement.

12.03.2

Unless the termination is for cause, the Contractor shall be entitled to receive only the payments provided for in Article 4, pro-rated to the date of termination (including payment for the period of the 30-day notice) plus reimbursement for approved and actual costs and expenses incurred by the Contractor to the date of termination. Prior to payment, the Contractor shall furnish the University with a release of all claims against the University.

12.04 Termination By The Contractor

12.04.1

The Contractor may terminate the Contract if the Work is stopped for a period of 60 days through no act or fault of the Contractor or a subcontractor, sub-subcontractor or their agents or employees or any other persons performing portions of the Work under Contract with the Contractor, for any of the following reasons:



(1) issuance of an order of a court or other public authority having jurisdiction; (2) an act of government, such as a declaration of national emergency, making material unavailable; (3) because the Design Professional has not approved a Certificate for Payment and has not notified the Contractor of the reason for withholding approval, or because the University has not made payment of undisputed amounts on an approved Certificate for Payment within the time stated in the Contract Documents; (4) if repeated suspensions, delays or interruptions by the University constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

If one of the above reasons exists, the Contractor may, upon seven additional days' written notice to the University and Design Professional, terminate the Contract and recover from the University payment for Work executed and for proven loss with respect to materials, equipment, tools, and construction equipment and machinery, including reasonable overhead and profit.

12.04.2

If the Work is stopped for a period of 60 days through no act or fault of the Contractor or a subcontractor or their agents or employees or any other persons performing portions of the Work under Contract with the Contractor because the University has persistently failed to fulfill the University's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days' written notice to the University and the Design Professional, terminate the Contract and recover from the University as provided in Subparagraph 12.03.2

13.00 COMPLETE AGREEMENT

The Contract Documents constitute the entire agreement between the parties and supersede any prior discussions or negotiations. Any modification of these Contract Documents must be in writing and signed by the duly authorized representatives of the parties.

IN WITNESS WHEREOF, each of the parties has caused this Agreement to be executed by its duly authorized representative on the dates shown beside their respective signatures, with the contract to be effective upon the date set forth above.

CONTRACTOR

Wayne State University

By: _____

By: _____

Name: _____

Name: William R. Decatur

Title: _____

Title: VP Finance & Business Operations

Date: _____

Date: _____

Exhibit A – Contractor's Bid or Proposal

[GENERAL CONTRACTOR'S NAME] bid/proposal dated _____.

Exhibit B – Basis of Compensation

- a. The University shall pay the Contractor a not to exceed amount of \$\$\$\$\$\$ ("Amount in words 00" /100 dollars) based on unit pricing in the proposal which will be adjusted to reflect actual units used for the performance of all work associated with the Contractor's Base Bid "and Alternates (List)".



- b. List of Alternates. The University may, at its sole discretion, during the life of the contract, award the following alternates at the amounts indicated: (If this section is not used, delete all text and enter_ Deleted)

	<u>Description</u>	<u>Amount</u>
Alternate 1		
Alternate 2		
Alternate 3		

- c. List of unit prices. In the event additional work becomes necessary, the following unit prices will apply:
"(If section 3.3 is not used, delete all text and enter_Deleted"

<u>Work Item</u>	<u>Unit Price</u>
------------------	-------------------

- 1.
- 2.

- d. Liquidated Damages. It is understood and agreed that, if the project is not completed within the time specified in the Agreement plus any extension of time allowed pursuant thereto, the actual damages sustained by the University because of any such delay will be uncertain and difficult to to ascertain, and it is agreed that the reasonable foreseeable value of the use of said project by the University would be the sum of \$_____ (_____ Hundred 00/100 dollars) per day. Therefore, the Contractor shall pay as liquidated damages to the University the sum of \$_____ (_____ Hundred 00/100 dollars) per day for each day's delay in substantially completing said project beyond the time specified in this Agreement and any extensions of time allowed thereunder.

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GENERAL CONDITIONS OF CONSTRUCTION

1.00 DEFINITIONS

Bulletin - A bulletin is defined as a compilation of changes to the scope of the work issued by the Design Professional or University which requests the Contractor to submit a quote for the changes.

Change Order - A written agreement entered into after the award of the Contract which alters or amends the executed Contract.

Claim - A Claim is a demand or assertion by one of the parties seeking adjustment or interpretation of Contract terms, payment of money, extension of time or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the parties arising out of or relating to the Contract. Claims must be made by written notice. The responsibility to substantiate Claims shall rest with the party making the Claim.

Close-out Documents - Close-out Documents shall include as-built record drawings and specifications, Operations and Maintenance Manuals, Requests for Information (RFIs), submittals, shop drawings, coordination drawings, warranties, unconditional lien waivers and governing approvals.

Cost of Work - The term Cost of Work, as used herein, is that portion of the Project Cost, that is the estimated or actual labor and material costs of that Work performed (or to be performed) on the Project by the Contractor and all subcontractors, and is inclusive of the cost of construction as described by divisions of the Construction Specifications Institute or other standard format, which constitutes the Direct Cost of Work. However, Cost of Work shall not include the Indirect Cost of Work as herein defined.

Contract - The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a duly executed written Change Order.

Contract Documents - The Contract Documents consist of the bonds, insurance certificates, plans, specifications, drawings, bulletins, addenda, Agreement, General Conditions of Construction, Supplementary General Conditions, Change Orders, Contractor's Bid, and to the extent not otherwise inconsistent with any other Contract Document.

The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Project. Contract Documents are complementary, and what is required by one shall be as binding as if required by all. Performance by the Contractor shall be required to be consistent with the Contract Documents and the highest standard of care. In the case of an inconsistency between, or perceived omission or error in the Drawings, Specifications, or other Contract Documents which is not clarified by addendum or Requests for Information (RFI), or should the Contractor be in doubt as to their exact meaning, the Contractor shall notify the Design Professional and the University at once. The University shall not be responsible for the Contractor's misinterpretations of Drawings and Specifications and/or other Contract Documents.

Nothing contained in the Contract Documents shall create a contractual relationship between University and any third party; however, the University is an intended third-party beneficiary of all contracts for design and engineering services, all subcontracts, purchase orders and other agreements between Contractor or Design

Professional and third parties. The Contractor and Design Professional shall incorporate the obligations of the Contract Documents into its respective subcontracts, agreements and purchase orders.

Contractor: The term "Contractor" as used in the General Conditions shall include the term "Construction Manager" as used in the Contract for Construction Management Services.

Contractor's Construction Schedule- The construction schedules required by the Contract Documents shall be a logic network prepared in the critical path method or other sequential network in use within the construction industry and shall depict: (1) a sequence of operations mutually agreeable to the University, Design Professional and Contractor; (2) the dates of commencement and completion of each task of the Work (including lead time activities, drawing and sample submissions, bidding, awarding Trade Contracts, manufacturing and shipping); (3) delivery dates for materials and equipment; and (4) at the University's request shall include all Finish Work to be performed by separate Contractors. The construction schedule includes a complete itemized breakdown of the Work.

Contract Sum- The Contract Sum shall be the total dollar value of the Agreement between the University and Contractor.

Delay – A delay shall be recognized as a time of completion impact on the performance of the Work by the Contractor that extends the overall duration of the Project beyond the substantial completion and final completion dates specified in the Agreement. A delay shall not be recognized if the time of completion impact on the performance of the Work occurs on a non-critical path activity, and does not extend the overall duration of the Project.

Day - "Days" means calendar days unless specifically provided to the contrary herein or in the Construction Agreement; provided, however, if any day falls on a weekend or a holiday, same shall refer to the next business day thereafter.

Design Professional - The Design Professional is the person lawfully licensed to practice architecture or engineering or an entity lawfully practicing architecture or engineering identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The term "Design Professional" means the Design Professional or the Design Professional's authorized representative.

Final Completion - "Final Completion" means the completion of all the Work in accordance with the Contract Documents and the acceptance thereof by the University. Completion of the Work includes (1) full performance of all Contract terms; (2) acceptance of the Work by University; (3) resolution of all outstanding Changes of Contract; (4) completion of all "punch-list" items; and (5) delivery of all Close-out Documents.

Incomplete Construction List – The Incomplete Construction List is prepared by the Contractor for review by Design Professional and University identifying Work remaining to be completed at the time of Substantial Completion and the date by which Contractor shall complete the Work on the Incomplete Construction List.

Knowledge - The terms "knowledge," "recognize" or "discover," their respective derivatives and similar terms in the Contract Documents, as used in reference to the Contractor, shall be interpreted to mean that which the Contractor knows or should know, recognizes or should reasonably recognize and discovers or should reasonably discover in exercising the care, skill and diligence required by the Contract Documents.

Master Project Schedule - The Master Project Schedule shall show the sequence, duration in calendar days, interdependence for the complete performance of all Work. The Master Project Schedule shall begin with the date of issuance of the Notice to Proceed and conclude with the date of final completion.

Notice to Proceed - A "Notice to Proceed" means written notice given by the University to the Contractor fixing the date on which the Contract Time will commence to run and/or on which Contractor shall start to

perform Contractor's obligations under the Contract Documents. A Notice to Proceed by the University shall authorize all or a portion of the Work for the Costs so defined.

Persistently fails - The phrase "persistently fails" and other similar expressions, as used in reference to the Contractor, shall be interpreted to mean any combination of acts and omissions, which cause the University to reasonably conclude that the Contractor will not complete the Work within the Contract Time, or for the Contract Sum or in substantial compliance with the requirements of the Contract Documents.

Plans - The drawings prepared by the Design Professional and accepted by the University which include elevations, sections, details, schedules, diagrams, information, notes, or reproductions or any of these, and which show the location, character, dimension, or details of the Work. These include the graphic and pictorial portions of the Contract Documents as listed in the Agreement.

Preliminary Project Cost and Schedule Impact Report – The direction from the University to perform changed Work in the absence of agreement between the University and Contractor, which may result in a Change Order upon agreement of the cost or schedule impact.

Project - The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the University or by separate Contractors.

Punchlist - Punchlist items shall include all Work remaining on the Contractor's Incomplete Construction List and additional items documented by the Design Professional, Contractor and University and issued to the Contractor and may be issued with a Certificate of Substantial Completion. It is understood and accepted that the Punchlist included with the Certificate of Substantial Completion may not represent all remaining Work for which the Contractor is obligated and that Punchlist may be expanded prior to Final Completion.

Reasonably inferable - The phrase "reasonably inferable" and similar terms in the Contract Documents shall be interpreted to mean reasonably inferable by a Contractor familiar with the Project and exercising the care, skill and diligence required by Contract Documents.

Site - The area specified in the Contract Documents and the area made available for the Contractor's operation.

Soft Costs - "Soft Costs" are those costs derived by the University and shall include, but not be limited to, items such as Environmental services, State administration fees, Design Professional fees, moving furniture, fixtures and equipment, and telecommunications, unless otherwise agreed to by the Parties.

Specifications - The term Specifications shall mean the written instructions and requirements prepared by the Design Professional which complement the plans and which describe the manner of executing the Work or the qualities and types of materials to be furnished.

Statement of Probable Cost - The Statement of Probable Cost, as developed by the Contractor, is essential to the budgetary and management processes of the University. The Statement of Probable Cost, once established and accepted by the University, is relied upon by the University for its subsequent budgetary planning and financial needs for the Project.

The Statement of Probable Cost, applicable to either an estimated or actual cost, is the sum of all costs for a completely constructed, functionally ready-for-use project, in accordance with the scope, scheme, concept, and statement, as developed, documented and accepted by the University, and as constructed by the accepted contracting method or methods. The Contractor shall provide Statements of Probable Cost as needed during the Project to aid the University and Design Professional in making scope of work selection decisions, especially during design phase and minimally at the end of each design phase of the Project and shall include all costs included in the Contract Sum. The University shall be responsible for the derivation and provision of all Soft Costs that comprise the Project scope and budget.

Subcontractor - The term "subcontractor" shall mean any business entity under contract to the Contractor for services on or regarding the Project. The term "Subcontractor" as used in the General Conditions shall be synonymous with the term "Trade Contractor" as used in the Contract for Construction Management Services. Nothing contained in this contract shall create any contractual relationship between the University and any subcontractor. However, the University is the intended third-party beneficiary of all contracts for design, engineering or consulting services, all Trade Contracts, subcontracts, purchase orders and other agreements between the Contractor and third parties. The Contractor shall incorporate the obligations of this Agreement into its respective Trade Contracts, subcontracts, supply agreements and purchase orders.

Substantial Completion - "Substantial Completion" shall mean the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so the University can occupy or utilize the Work for its intended use. Substantial Completion shall only be determined as described in the Contract Documents.

Unsafe Persons – Unsafe persons shall be those individuals that present a safety hazard to themselves or others.

University - The University is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The term "University" means the University or the University's authorized representative. Any reference to "Board of Governors" shall be considered to mean "University."

University's Representative - The University's Representative shall include the Associate Vice President for Facilities Planning and Management, the Senior Director of Design and Construction Services, the Director of Design and Construction Services and the Project Manager. Any project decision on behalf of the University may only be in accordance with the Authorization Matrix.

Vice President of Finance and Business Operations - The Vice President of Finance and Business Operations shall be the level of review over the Associate Vice President of Facilities Planning & Management.

Work - The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment, licenses, permits, insurance and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

2.00 BIDDING

2.01 Duty to Carefully Examine These Instructions

Prospective bidders for this project shall carefully examine the instructions contained herein and be cognizant of and satisfied with the conditions which must be satisfied prior to submitting a proposal and to the conditions which affect the award of the Contract.

2.02 Disclosure of Bidders

The Contractor shall only accept proposals from Subcontractors who are acceptable to the University.

2.03 Clarification During Bidding

The Contractor shall examine the plans and specifications in preparing the bid and shall immediately report to the Design Professional any omissions, discrepancies, or apparent errors found in the plans and specifications. Prior to the date of bid opening, bidders shall submit a written request for clarification in accordance with the instruction contained in the request for bids. If time permits, such clarification shall be issued in the form of addenda to all bidders.

2.04 Bidding Documents

2.04.1 Bid Proposal Package

Each bidder will receive a bid proposal package containing a standard proposal form which shall be used for bidder's proposal. Each proposal shall give the prices proposed in the manner required by the proposal and shall be signed by the bidder or the bidder's duly authorized representative, with its address and telephone number. If the proposal is made by an individual, the individual's name, postal address, and telephone number must be shown. If made by a partnership, the proposal shall have the signature of all partners or an affidavit signed by all partners empowering one partner as an agent to act in their behalf and the address and telephone number of the partnership. A proposal submitted by a corporation shall show the name of the state in which the corporation is chartered, the name of the corporation, its address and telephone number, and the title of the person who signs on behalf of the corporation.

2.04.2 Listing of Proposed Subcontractors Acceptable to the University

The Contractor will require every subcontractor to provide the name and location of the place of business of each Subcontractor and subordinate Subcontractor which will perform work or labor or render services for the Project.

2.04.3 Bidder's Security

All bids shall be presented under sealed cover and have enclosed an amount as directed in the instructions to bidders as bid security. The bid security may be a cashier's check made payable to Wayne State University or as otherwise directed in the instructions to bidders.

2.05 Bid Proposals

2.05.1 Submission of Proposals

Proposals shall be submitted to the office indicated on the bid proposal. It is the responsibility of the bidder to see that its bid is received in the proper time. Delays in timely receipt of the bid caused by the United States or the University mail system, independent carriers, acts of God, or any other cause shall not excuse late

receipt of a bid. Any bid received after the scheduled closing time for receipt of bids shall not be considered and will be rejected by the University, opened, retained by the University or returned to the bidder unopened.

2.05.2 Withdrawal of Proposals

Any bid may be withdrawn at any time prior to the time fixed for receiving bids but only by a written request from the bidder or its authorized representative filed with the University. An oral, faxed, or telephonic request to withdraw a bid proposal is not acceptable. The withdrawal of a bid shall not prejudice the right of a bidder to file a new bid. This paragraph does not authorize the withdrawal of any bid after the time fixed for receiving bids.

2.05.3 Public Opening of Proposals – SECTION DELETED

2.05.4 Rejection of Irregular Proposals

Proposals may be rejected if they show any alterations of forms, additions not called for, conditional bids, incomplete bids, erasures, or irregularities of any kind. If the bid amount is changed after the amount has been once inserted, the change shall be initialed.

2.05.5 Power of Attorney or Agent

When proposals are signed by an agent, a power of attorney shall either be on file with the University prior to the opening of bids or be submitted with the proposal. Failure to submit a power of attorney may result in the rejection of the proposal as irregular and unauthorized. A power of attorney is not necessary in the case of a general partner of a partnership.

2.05.6 Waiver of Irregularities/University's Right to Reject Bids

The University reserves the right to waive any or all irregularities in proposals submitted. The University reserves the right to reject any or all of the bids submitted.

2.05.7 Exclusion from Contract Documents

Nothing in any of the bidding documents, including but not limited to Request for Proposal form, Notice to Contractors, Proposal by Contractor and Design Professional and bids including any attachments or exhibits by Contractor, shall be considered part of the Contract Documents unless specifically incorporated.

2.06 Mistake in Bid

A bidder shall not be relieved of a bid nor shall any change be made in a bid because of mistakes without consent of the University. Failure by the Contractor to honor its proposal following the opening of bids for any reason shall result in the forfeiture of the Bid Security and possible suspension from future work consideration by and with the University.

2.07 Non-Discrimination

Wayne State University is an affirmative action/equal opportunity employer. The University has a strong commitment to the principle of diversity in all areas.

The Contractor and all Subcontractors shall not discriminate against any employee or applicant for employment because of race, color, religion, national origin, age, sex (including gender identity), height, weight or familial, disability or veteran status. The Contractor will ensure that applicants are employed and that employees are treated during employment, without regard to their race, color, religion, national origin, age, sex (including gender identity), height, weight or familial, disability, or veteran status. Such action shall

include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor shall, in all solicitation or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, age, (including gender identity), height, weight or familial, disability or veteran status.

The Contractor shall comply with all requirements of the Elliott-Larsen Civil Rights Act being 1976 PA 453, as amended.

The Contractor shall also comply with the Persons with Disabilities Civil Rights Act being 1976 PA 220, as amended.

The Contractor shall include, or incorporate by reference, the provisions of this Article 2.07 in each and every subcontract or purchase order and shall provide in each and every subcontract or purchase order that said provisions will be binding upon each and every subcontractor and Supplier and Vendor.

Any breach of the requirements and covenants of this Article 2.07 shall constitute a material breach of the Contract Documents.

3.00 AWARD AND EXECUTION OF CONTRACT

3.01 Contract Bonds and Insurance

3.01.1 Payment and Performance

The Contractor shall forward to the University fully executed Payment & Performance Bonds in the amount of 100 percent of the Contract value on the AIA Form 312 or an equivalent form that is acceptable to the University and in compliance with MCL 129.201 et seq. within five (5) days after execution of the Agreement.

In the same five (5) day period the Contractor shall present to the University, in an acceptable form, evidence of the insurance as required by the Contract Documents. Actual Work shall not commence until the bond and insurance is received by the University. Failure to provide the bond and insurance in the time-frame allowed shall not be cause for an extension of Contract Time.

All alterations, extensions of time, extra and additional work, and other changes authorized by any part of the Contract, including determinations made under Article 7.00, Claims and Disputes, shall be made without securing the consent of the surety or sureties on the Contract bonds.

Whenever the University has cause to believe that the surety has become insufficient, the University may demand in writing that the Contractor provide such further bonds or additional surety, not exceeding that originally required, as in the University's opinion is necessary, considering the extent of the work remaining to be done. Thereafter no payment shall be made to the Contractor or any assignee of the Contractor until the further bonds or additional surety have been furnished.

Contract bonds shall remain in full force and effect during the repair and guarantee period required by the Contract Documents.

3.02 Execution of Contract

The Contract shall be signed by the Contractor in three (3) duplicate counterparts and returned to the University within five days of receipt from the University, not including Saturdays, Sundays, or legal holidays. No Contract shall be binding upon the University until it has been executed by the Contractor and a University official in accordance with the Authorization Matrix.

3.03 Failure or Refusal to Execute Contract

Failure or refusal by the Contractor to execute the Contract within the time set in Section 3.02 shall be just cause for the rescission of the award and the forfeiture of bidder's security. Failure or refusal to file acceptable bonds within the time set in Section 3.01 constitutes a failure or refusal to execute the Contract. If the Contractor fails or refuses to execute the Contract, the University may award the Contract to another contractor and the Contractor shall forfeit his Cashier's Check.

4.00 RESPONSIBILITIES OF THE PARTIES

4.01 University

4.01.1 Information and Services Required of the University

The University shall make available existing surveys describing physical characteristics, legal limitations and utility locations for the site of the Project. The University does not warrant or guarantee the accuracy of the information provided.

Unless otherwise agreed to, the University shall be responsible for the abatement of asbestos containing materials and/or site related environmental hazards. The University will provide documentation regarding the presence of asbestos containing materials or other possible environmental hazards to the Contractor. Second opinions on previously documented clean conditions shall be provided at the Contractor's expense. Positive results regarding environmental hazards shall become the University's obligation. If, during the execution of the Work, previously unknown environmental hazards are encountered, the University shall be allowed a reasonable amount of time to abate environmental hazards.

The University shall provide available information regarding requirements for the Project including plans and specifications for the buildings and a survey of the site where required. The Contractor shall review the plans and specifications and survey, if provided, for errors, inconsistencies, ambiguities or omissions as required by Article 4.02.2, Review of Contract Documents and Field Conditions by Contractor. In the event errors, inconsistencies, ambiguities or omissions in the plans, drawings, and specifications were not reasonably identifiable in the Contractor's review as specified in Article 4.02.2, Review of Contract Documents and Field Conditions by Contractor, and such errors, inconsistencies, ambiguities or omissions result in changes in time and cost, the University may make reasonable adjustment in the Contract Sum in accordance with Article 6.00, CHANGES IN THE WORK of the General Conditions.

Except for permits and fees, which are the responsibility of the Contractor under the Contract Documents, the University shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

Information or services under the University's control shall be furnished by the University with reasonable promptness to avoid delay in orderly progress of the Work.

All reproduction required for construction is the obligation of the Contractor.

4.01.2 University's Right to Stop the Work

If, in the University's determination, the Contractor fails to correct work which is not in accordance with the requirements of the Contract Documents as required, or persistently fails to carry out work in accordance with the Contract Documents, the University Representative, by written order may order the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the University to stop the Work shall not give rise to a duty on the part of the University to exercise this right for the benefit of the Contractor or any other person or entity.

It is understood that while the Contractor is fully responsible for the safety of the jobsite, and for the methods of its execution, if the University deems that the Contractor is failing to provide safe conditions, the University may stop or restrict the Work under such conditions. However, this right shall not create such duty on the University. Under no circumstance shall the Contractor be granted a time extension or Contract Sum increase for conditions resulting by a stop work order occurring as a consequence of the Contractor's failure to maintain safe working conditions.

4.01.3 University's Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a three (3) day period after receipt of written notice from the University to commence and continue correction of such default or neglect with diligence and promptness, the University may after such three (3) day period, without prejudice to other remedies the University may have, correct such deficiencies. In such case an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor the cost of correcting such deficiencies, including compensation for the Design Professional's additional services and expenses made necessary by such default, neglect or failure. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the University.

4.01.4 University's Right to Audit

4.01.4.1

Contractor's records, which shall include but not be limited to accounting records (hard copy, as well as computer readable data if it can be made available), written policies and procedures; subcontract files (including proposals of successful and unsuccessful bidders, bid recaps, etc.); original estimates; estimating work sheets, correspondence; change order files (including documentation covering negotiated settlements); backcharge logs and supporting documentation; general ledger entries detailing cash and trade discounts earned, insurance rebates and dividends; and any other supporting evidence deemed necessary by the University to substantiate changes related to the Agreement (collectively referred to as "Records") shall be maintained in accordance with Generally Accepted Accounting Principles and open to inspection and subject to audit and/or reproduction by University's agent or its authorized representative to the extent necessary to adequately permit evaluation and verification of Cost of the Work, and any invoices, change order, payments or claims submitted by the Contractor or any of his payees pursuant to the execution of the contract that are or have been charged on a basis other than a lump sum approved in writing by the University.

4.01.4.2

Such audits may require inspection and copying from time to time and at reasonable times and places of any and all information, materials and data of every kind and character, including without limitation, records, books, papers, documents, subscriptions, recordings, agreements, purchase order, leases, contracts, commitments, arrangements, notes, daily diaries, superintendent reports, drawings, receipts, vouchers and memoranda, and any and all other agreements, sources of information and matters that may in University's judgment have any bearing on or pertain to any matters, rights, duties or obligations under or covered by any Contract Documents. Such records subject to audit shall also include, but not be limited to, those records necessary to evaluate and verify direct and indirect costs, (including overhead allocations) as they may apply to costs associated with this Agreement.

4.01.4.3

The University or its designee shall be afforded access to all of the Contractor's Records, and shall be allowed to interview any of the Contractor's employees, pursuant to the provisions of this article throughout the term of this contract and for a period of five (5) years after Final Payment or longer if required by law. To the extent feasible, the Construction Manager's records shall remain confidential, and the University's third party auditors will enter into a confidentiality agreement between and among the University, the third-party auditor and the Contractor prior to any audits being conducted.

4.01.4.4

Contractor shall require all Subcontractors and material suppliers (payees) to comply with the provisions of this article by insertion of the requirements hereof in a written agreement between Contractor and payee so as to allow the University to verify any amounts charged to the Project by a payee on a basis other than a lump sum approved in writing by the University. Such requirements will also apply to Subcontractors and all lower tier Subcontractors. Contractor shall cooperate fully and shall cause all of Contractor's Subcontractors to cooperate fully by furnishing or making available to University from time to time whenever requested in an expeditious manner any and all such information, materials and data.

4.01.4.5

University's agent or its authorized representative shall have access to the Contractor's facilities, shall have access to all necessary records; and shall be provided adequate and appropriate work space, in order to conduct audits in compliance with this article.

4.01.4.6

Contractor agrees that University's designee shall have the right to examine the Contractor's records (during the contract period and up to five (5) years after Final Payment is made on the contract) to verify the accuracy and appropriateness of the pricing data used to price change proposals or claims. Contractor agrees that if the University determines the cost and pricing data submitted (whether approved or not) was inaccurate, incomplete, not current or not in compliance with the terms of the contract regarding pricing of change orders, an appropriate contract price reduction will be made. Such post-approval contract price adjustments will apply to all levels of contractors and/or subcontractors and to all types of change order proposals specifically including lump sum change orders, unit price change orders and cost-plus change orders.

4.01.4.7

If an audit, inspection or examination in accordance with this article, discloses overcharges (of any nature) by the Contractor to the University in excess of five percent (5%) of the total contract billings, the actual cost of the University's audit shall be reimbursed to the University by the Contractor. Any adjustments and/or payments which must be made as a result of any such audit or inspection of the Contractor's invoices and/or records shall be made within a reasonable amount of time (not to exceed 90 days) from presentation of University's findings to Contractor.

4.02 Contractor

The Contractor recognizes the relationship of trust and confidence established between the University and the Contractor by this Contract. The Contractor shall furnish the University with its best skill and judgment and fully cooperate with the University in furthering its best interests. All the Work is to be done in the best manner by persons skilled in the type of Work to be performed.

4.02.1 Contractor's Responsibility for the Work

The Contractor shall be responsible to the University for all Work performed under this Contract. For purposes of assessing responsibility to the Contractor by the University, all persons engaged in the Work shall be considered employees of the Contractor. The Contractor shall give its personal attention to the fulfillment of the Contract and keep all phases of the Work under its control.

4.02.2 Review of Contract Documents and Field Conditions by Contractor

The Contractor shall have a continuing duty to read, carefully study and compare the Contract Documents as defined in Article 1.00, DEFINITIONS, and product data with each other and with information furnished by the University. The Contractor shall perform construction coordination and constructability review of the Contract Documents and shall at once report to the Design Professional and the University, any errors, inconsistencies, ambiguities and omissions before proceeding with the affected Work. The Contractor shall be liable to the University for damage resulting from the Contractor's failure to properly perform such reviews or failure to promptly report any errors, inconsistencies, ambiguities or omissions identified in the Contract Documents to the Design Professional and the University. If the Contractor performs any construction activity that involves such error, inconsistency, ambiguity or omission in the Contract Documents without such notice to the Design Professional and the University, the Contractor shall assume responsibility for such performance and shall bear all costs attributable for correction. If the Contractor submits authorized substitutes that cost in excess of the Contract Sum or which cause coordination conflicts, the Contractor shall bear all costs attributable to correction.

The Contractor shall perform the Work in accordance with the Contract Documents.

The Contractor shall take field measurements and verify field conditions and shall carefully compare such field measurements and conditions and other information known to the Contractor with the Contract Documents before commencing activities. Errors, inconsistencies or omissions discovered shall be reported to the Design Professional and University at once.

4.02.3 Supervision and Construction Procedures

The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible to the University for and have control over construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract, unless Contract Documents give other specific instructions concerning these matters.

The Contractor shall be responsible to the University for acts and omissions of the Contractor's employees, subcontractors and their agents and employees, and other persons performing portions of the Work under a Contract with the Contractor.

The Contractor agrees to furnish efficient business administration, coordination, supervision and superintendence of the Work and to furnish at all times a competent and adequate administrative and supervisory staff and an adequate supply of workmen and materials to perform the Work in the best and most sound way in the most expeditious and economical manner consistent with the interests of the University. The Contractor agrees from time to time at the University's request to furnish estimates and technical advice as to construction methods and equipment to the University and Design Professional.

The Contractor agrees to cooperate with the Design Professional, University's Representative, commissioning agents, and all persons or entities retained by the University to provide consultation and advice, and to coordinate the Work with the Work of such parties so that the Project shall be completed in the most efficient and expeditious manner. In the event that Contractor's failure to efficiently sequence or coordinate the Work results in additional costs to the University, the Contractor shall promptly reimburse the University for the actual costs incurred. Contractor shall remain responsible for any delays resulting from its failure to efficiently coordinate and schedule the Work; any delays or extensions shall be addressed as provided in Sections 4.08, 4.09 and 4.10 of these General Conditions.

4.02.4 Quality Control

The Contractor shall be fully responsible for the quality of materials and workers' skill in the Project. The Contractor shall not rely upon the inspection and testing provided by the University or Design Professional other than those special inspections and tests performed at the University's direction for which there are written reports. Reports issued by the University's commissioning agent are to be considered complementary in nature and in no way relieve the Contractor of its responsibility to deliver Work in compliance with the Contract Documents.

The Contractor shall inspect the Work of the subcontractors on the Project, while the Work is being performed through final completion and acceptance of the Project by the University to assure that the Work performed and the materials furnished are in strict accordance with the drawings and specifications; the Contractor shall also inspect the Work to verify that Work on the Project is progressing on schedule.

The Contractor shall be responsible for inspection of portions of Work performed under this Contract to determine that such portions are in proper condition to receive subsequent Work. In the event that it becomes necessary to interpret the meaning and intent of the plans and specifications during construction and the meaning is not reasonably inferable, the Contractor shall submit as a Request for Information (RFI) to the Design Professional to make the interpretation in writing and transmit same to appropriate Subcontractors and the University in accordance with the procedures established in section 5.02 of these General Conditions.

The Contractor shall not be relieved of obligations to performing the Work in accordance with the Contract Documents either by activities or duties of the Design Professional in the Design Professional's administration of the Contract, or by tests, inspections or approvals required or performed by persons other than the Contractor.

4.02.5 Labor and Materials

The Contractor shall provide an analysis of the types and quantity of labor required for the Project and review the availability of the appropriate categories of labor required for all Work, and the Contractor shall be responsible to provide the necessary and adequate labor needed to complete the Project by the Contract Time. During the course of the Project, the Contractor shall endeavor to maintain harmonious labor relations on the Project.

Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, , transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

Unless otherwise noted in the Information to Bidders, the Contractor shall provide and pay for water, heat, electric and other utilities.

The Contractor shall enforce strict discipline and good order among the Contractor's employees and Subcontractors and others carrying out the Work of the Contract. The Contractor shall not permit employment of unsafe persons or persons not skilled in tasks assigned to them.

4.02.6 Disputes with Subcontractors

Wherever any provision of any section of the Plans and Specifications conflicts with any agreement or regulation of any kind at any time in force among members of any Trade Associations, Unions or Councils which regulate or distinguish what Work shall or shall not be included in the Work of any particular trade, the Contractor shall make all necessary arrangements to reconcile any such conflict without delay, damage, increase to the Contract Sum or recourse to the University. The University will not arbitrate disputes among subcontractors nor between the Contractor and one or more subcontractors concerning responsibility for performing any part of the Project.

In case the progress of the Work is affected by any undue delay in furnishing or installing any items of material or equipment required under the Contract Documents because of conflict involving any agreement or regulation of the type described above, the University's Representative may require that other material or equipment of equal kind and quality be provided at no additional cost to the University.

4.02.7 Project Manager and Superintendent

The Contractor shall have at the Project site, during the full term of the Contract, an approved, competent project staff, which may include a Project Manager and Superintendent, and any necessary assistants, all satisfactory to the University's Representative and in accordance with the Contract Documents and the Contractor's Staffing Plan. The Project Manager or the Superintendent shall not be changed, except with the written consent of the University's Representative unless the Project Manager or the Superintendent ceases to be in the employ of the Contractor. The Project Manager or the Superintendent shall represent the Contractor and all directions given to either of them by the University or the University's Representative shall be as binding as if given to the Contractor. All directions and communications shall be confirmed in writing.

If a Project Manager or a Superintendent approved by the University's Representative ceases to be in the Contractor's employ, the Contractor shall immediately replace him with a person acceptable to the University's Representative. The University in its sole discretion shall have the right to require the removal of any agent or employee of the Contractor or any subcontractor without cause at any time.

4.02.8 Taxes

The Contractor shall pay sales, consumer, use and similar taxes for the Work or portions thereof provided by the Contractor which are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect and such taxes are included in the Contract Sum.

4.02.9 Permits and Notices

The Contractor shall comply with and give notices required by laws, ordinances, rules, regulations, policies and lawful orders of public authorities and the University bearing on performance of the Work.

4.02.10 Allowances

The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such stated amounts including identified unit cost, but the Contractor shall not be required to employ persons or entities against which the Contractor makes reasonable objection. Unless otherwise provided in the Contract Documents:

1. materials and equipment under an allowance shall be selected promptly by the University to avoid delay in the Work;
2. allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
3. the Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit and other expenses contemplated for stated allowance amounts shall be included in the allowances;
4. if allowance assumptions prove inappropriate, the Contract Sum may be adjusted accordingly by Change Order. The amount of the Change Order shall reflect the difference between actual costs and the allowances.

4.02.11 Use of Site

The Contractor shall confine operations at the site to areas permitted by law, ordinances, permits and the Contract Documents and shall not unreasonably encumber the site with materials or equipment. The site shall be safely maintained and kept clean, orderly and neat.

4.02.12 Safety

The Contractor shall protect adjoining property and nearby buildings, roads, and other facilities and improvements from dust, dirt, debris and other nuisances arising out of Contractor's operations or storing practices. Dust shall be controlled by sprinkling, misting or other effective methods acceptable to University and in accordance with legal requirements. An erosion and sedimentation control program shall be initiated, which includes measures addressing erosion caused by wind and water and sediment in runoff from site. A regular watering program shall be initiated to adequately control the amount of fugitive dust.

The Contractor is knowledgeable of and understands that the University may intend to maintain occupancy of certain portions of the existing facility. The Contractor shall exercise caution at all times for the protection of persons and their property. The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to: (1) employees on the Work site together with Subcontractors and other persons who may be affected thereby; (2) the Work and materials and equipment to be incorporated therein, whether in storage on or offsite, under care, custody or control of the Contractor or the Contractor's Subcontractors or sub-subcontractors; and (3) other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction. The Contractor shall install adequate safety guards and protective devices for all equipment and machinery, whether used in the Work or permanently installed as part of the Project.

The Contractor shall also provide and adequately maintain all proper temporary walks, roads, guards, railings, lights, and warning signs. The Contractor shall comply with all applicable laws relating to safety precautions. The Contractor shall establish and maintain and update as required a Project Specific Safety Program.

The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the University and Design Professional.

The Contractor shall require each and every one of its subcontractors and Trade Contractors to comply with all of the provisions of this section.

The Contractor shall not load or permit any part of the construction or site to be loaded so as to endanger its safety.

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in the Contract.

4.02.13 Hazardous Condition

The University and/or the Design Professional may bring to the attention of the Contractor a possible hazardous situation in the field regarding the safety of personnel on the site. The Contractor shall be responsible for verifying that all local, state, and federal workplace safety guidelines are being observed. In no case shall this right to notify the Contractor absolve the Contractor of its responsibility for monitoring safety conditions. Such notification shall not imply that anyone other than the Contractor has assumed any responsibility for field safety operations.

Explosives shall not be used without first obtaining written permission from the University and then shall be used only with the utmost care and within the limitations set in the written permission and in accordance with

prudence and safety standards required by law. Storage of explosives on the Project site or University is prohibited. Powder activated tools are not explosive for purposes of this Article; however, such tools shall only be used in conformance with State safety regulations.

The Contractor shall report in writing to the University's Representative, within eight (8) hours, all accidents whatsoever arising out of, or in connection with, the performance of the Work, whether occurring on or off the Site, which caused death, personal injury or property damage, giving full details and statements of witnesses. In addition, if death or serious injuries or serious damages are caused, the accident shall be reported immediately by telephone or messenger to the University Representative and the University Police at (313) 577-2222. If any claim is made by anyone against the Contractor or any subcontractor on account of any accident, the Contractor shall report promptly the facts in writing to the University's Representative, giving full details of the claim.

4.02.14 Cutting, Patching and Sequencing

The Contractor shall be responsible for all cutting, fitting or patching required to complete the Work and to ensure the complete and effective coordination of the Work.

The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the University or separate Contractors by cutting, patching or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter such construction by the University or a separate Contractor except with written consent of the University and of such separate Contractor; such consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold from the University or a separate Contractor the Contractor's consent to cutting or otherwise altering the Work.

4.02.15 Access to Site

The Contractor shall at all times permit the University and the Design Professional to visit and observe the Work, and the shops where Work is in preparation, and shall maintain proper facilities and provide safe access for such observation. Work requiring testing, observation or verification shall not be covered up without such test, observation, or approval. Appropriate advance coordination of such testing, observation or verification is expected. University must provide prior written approval for any work to be performed on a Saturday, Sunday, or holiday. In the event that Contractor desires to perform Work on a weekend or holiday, Contractor shall provide a minimum of 48 hours written notice to the University of such desire prior to performing such Work. However, if the Work involves an actual or potential interruption to a utility or service, the Contractor shall provide no less than seven (7) days' written notice to the University.

The Contractor acknowledges that during the performance of the Work, the affected building and surrounding campus buildings will remain occupied and will require access by the public. The Contractor further acknowledges that other Contractors will be working on or near the Project site to accomplish the University's purposes and projects. To the greatest extent possible, the Contractor shall cooperate fully with the University and its guests, students, employees, invitees, and other Contractors in performing the Work required under the Contract. The Contract Sum includes any and all reasonably necessary costs expended to minimize interference with the University's activities as well as to coordinate schedules with other contractors' projects as required by the University.

4.02.16 Burden for Damage

From the issuance of the official Notice to Proceed until the formal acceptance of the Project by the University, the Contractor shall have the charge and care of and shall bear all risk of damage to the Project and materials and equipment for the Project other than damage directly caused by the University or the University's other contractors.

4.02.17 Payments by Contractor

The Contractor agrees to promptly pay all subcontractors upon receipt of each progress payment, unless otherwise agreed in writing by the parties, the respective amounts allowed Contractor on account of the Work performed by its subcontractors to the extent of each such subcontractor's interest therein.

In the event the University becomes informed that the Contractor has not paid a subcontractor as herein provided, the University shall have the right, but not the duty, to issue future checks in payment to the Contractor of amounts otherwise due hereunder naming the Contractor and such subcontractor as joint payees. Such joint check procedure, if employed by the University, shall create no rights in favor of any person or entity beyond the right of the named payees to payment of the check and shall not be deemed to commit or obligate the University to repeat the procedure in the future. This provision shall not supersede the procedures set forth in Article 8.00 of these General Conditions.

4.02.18 Responsibility to Secure and Pay for Permits, Licenses, Utility Connections, Etc.

The Contractor shall secure all permits and licenses required for any operations required under this Contract and shall pay all costs relating thereto as well as all other fees and charges that are required by the United States, the State, the county, the city, a public utility, telephone company, special district, or quasi-governmental entity. It is the responsibility of the Contractor to ascertain the necessity of such permits and licenses in preparing its bid, Contract Sum and include in its bid, Contract Sum the cost thereof, as well as any time requirements for securing such permits and licenses.

4.02.19 Patented or Copyrighted Materials

The Contractor shall pay all royalties and license fees for the use of patented or copyrighted processes or materials. The Contractor shall defend suits or claims for infringement of patent rights and shall hold the University and Design Professional harmless from loss on account thereof, but shall not be responsible for such defense or loss when a particular design, process or product of a particular manufacturer or manufacturers is required by the Contract Documents. However, if the Contractor has reason to believe that the required design, process or product is an infringement of a patent, the Contractor shall be responsible for such loss unless such information is promptly furnished to the Design Professional and University in writing.

4.02.20 Property Rights in Materials and Equipment

Nothing in the Contract shall be construed as vesting in the Contractor any property right in the materials or equipment after the materials or equipment have been attached to or permanently placed in or upon the Work or the soil or after payment has been made for fifty percent or more of the value of the materials or equipment delivered to the site of the Work whether or not they have been so attached or placed. All such materials or equipment shall become the property of University upon being so attached or placed, or upon payment of fifty percent or more of the value of the materials or equipment delivered on the site but not yet installed and the Contractor warrants that all such property shall pass to the University free and clear of all liens, claims, security interests, or encumbrances.

4.02.21 Utilities

The Contractor shall refer to and abide by the policies included in the Supplementary General Conditions and shall provide the notices as required by University's Utility Disturbance and Interruption Request form.

The Contractor shall provide as-built drawings of all utilities encountered and constructed for the University, indicating the size, horizontal location, and vertical location based on the Project bench mark or a stable datum.

Unless otherwise specifically stated, the Contractor shall provide or otherwise make all arrangements for utilities required to deliver the Work. .

4.02.22 Asbestos and Hazardous Materials

The Contractor is prohibited from installing any asbestos containing materials or products, and other prohibited and hazardous materials in the Work. The Contractor shall be responsible for removal and replacement costs should it be determined this provision has been violated, regardless of whether the job has been completed.

4.02.23 Photographic Site Survey

Contractor shall perform a photographic survey of construction site and adjoining structures prior to commencing Work. The survey shall be provided to the University and shall include photographs of pathways, flat concrete paving, foundations, walls, landscaping.

4.02.24 Compliance with University Policies on Drugs, Alcohol and Tobacco.

The University requires Contractors, Subcontractors and sub-subcontractors with access to the work site to abide by the University's policies on drugs, alcohol and tobacco, which can be found at: http://bog.wayne.edu/2_20_04.php and <http://policies.wayne.edu/administrative/00-03-smoke-free-campus.php>. All costs for initial and period testing shall be borne by the Contractor

1. The Contractor and University shall reserve the right to test any and/or all site personnel at random periods and without notice.
 - a. The Contractor shall be responsible for all costs including wages for those individuals testing drug or alcohol-free at the Contractor's direction.
 - b. Subcontractors shall be responsible for all costs including wages for those individuals not testing drug or alcohol-free at the direction of the Contractor, and the Subcontractor shall immediately remove those individuals from the site.
2. Any individual not testing drug or alcohol-free shall not be allowed to return to the site under any circumstances.

4.03 Design Professional

4.03.1 Design Professional's Administration of Contract

The Design Professional will provide one or more Project Representatives to assist in the administration of the Contract as described in the Contract Documents, and to assist the University's Representative (1) during the construction, (2) until final payment is due and (3) with the University's concurrence, from time to time during the correction and warranty period. The Design Professional will advise and consult with the University on issues relating to contract performance and interpretation. The Design Professional will have no authority to act on behalf of the University except as provided in the Contract Documents, unless otherwise modified by written instrument in accordance with other provisions of the Contract.

The Design Professional will visit the site at intervals defined in the Design Professional's Proposal to become familiar with the progress and quality of the completed Work and to determine if the Work is being performed in a manner indicating that the Work, when completed, will be in accordance with the Contract Documents. On the basis of on-site observations, the Design Professional will keep the University and Contractor informed of progress of the Work by written field reports, and will endeavor to guard the University against defects and deficiencies in the Work.

The Design Professional will not have control over or charge of and will not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's responsibility. The Design Professional will not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents. The Design Professional will not have control over or charge of and will not be responsible for acts or omissions of the Contractor, subcontractors, or their agents or employees, or of any other persons performing portions of the Work.

4.03.2 Communications Facilitating Contract Administration

The Design Professional and Contractor shall communicate directly concerning the Project and shall keep the University advised of their communications. Communications by and with the Design Professional's consultants shall be through the Design Professional. Communications by and with subcontractors and material suppliers shall be through the Contractor. Communications by and with separate Contractors shall be through the University.

4.03.3 Evaluation of Applications for Payment

Based on the Design Professional's observations and evaluations of the Contractor's Applications for Payment, the Design Professional must approve and sign any Contractor Applications for Payment as an express condition precedent to release of any progress or final payment. In the absence of Design Professional, the University will review and authorize applications for payment.

The Design Professional will have authority to reject Work which does not conform to the Contract Documents. Whenever the Design Professional considers it necessary or advisable for implementation of the intent of the Contract Documents, the Design Professional will have authority to require additional observation or testing of the Work in accordance with section 5.06, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Design Professional nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Design Professional to the Contractor, subcontractors, material and equipment suppliers, their agents or employees, or other persons performing portions of the Work.

4.03.4 Review of Shop Drawings, Product Data and Samples

The Design Professional shall review and approve or take other appropriate action upon the Contractor's submittal of Shop Drawings, Product Data and Samples. The Design Professional's action will be taken within 10 days from receipt so as not to cause delay in the Work or in the activities of the University, Contractor or separate Contractors, while allowing sufficient time in the Design Professional's professional judgment to permit adequate review. Review of such submittal is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Design Professional's review of the Contractor's submittal shall not relieve the Contractor of the obligations under Article 5.04. The Design Professional's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Design Professional, of any construction means, methods, techniques, sequences or procedures. The Design Professional's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

4.03.5 Site Observations to Determine Substantial and Final Completion

The Design Professional will conduct observations to determine the date or dates of Substantial Completion and the date of Final Completion, will receive and forward to the University for the University's review and retention all written warranties and related documents required by the Contract and assembled by the

Contractor, and will issue an approval of final payment upon compliance with the requirements of the Contract Documents.

4.04 Delegation of Performance and Assignment of Money Earned

The performance of all or any part of this Contract may not be delegated by the Contractor or Design Professional without the written consent of the University. Consent will not be given to any proposed delegation which would relieve the Design Professional, the Contractor or its surety of their responsibilities under the Contract.

The Contractor may assign moneys due or to become due under the Contract, only upon written consent of the University. Assignments of moneys earned by the Contractor shall be subject to proper retention in favor of the University and to all deductions provided for in the Contract and such moneys shall be subject to being used by the University for the completion of the Work in the event the Contractor is in default. Any assignment attempted without the written consent of the University shall be void.

4.05 Contractor's Insurance

The Contractor shall not commence Work under this Contract until it has obtained all the insurance required by the Contract Documents and such insurance has been approved by the University; likewise, no subcontractor or subconsultant shall be allowed to commence Work until the insurance required has been obtained. The Contractor shall, at its expense, purchase and maintain in full force and effect such insurance as will protect itself and the University from claims, such as for bodily injury, death, and property damage, which may arise out of or result from the Work required by the Contract Documents, whether such Work is done by the Contractor, by any subcontractor, by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. The types of such insurance and any additional insurance requirements are specified herein with the amounts and limits set forth in the Supplementary General Conditions.

4.05.1 Policies and Coverage

The following policies and coverages shall be furnished by the Contractor:

- (1) Comprehensive or Commercial Form General Liability Insurance on an "Occurrence" form covering all Work done by or on behalf of the Contractor and providing insurance for bodily injury, personal injury, property damage, and Contractual liability. Except with respect to bodily injury and property damage included within the products and completed operations hazards, the aggregate limit shall apply separately to work required of the Contractor by these Contract Documents. This insurance shall include the contractual obligations assumed under the Contract Documents and specifically section 4.06.
- (2) Business Automobile Liability Insurance on an "Occurrence" form covering owned, hired, leased, and non-owned automobiles used by or on behalf of the Contractor and providing insurance for bodily injury, property damage, and Contractual liability.
- (3) Worker's Compensation and Employer's Liability Insurance as required by Federal and Michigan law. The Contractor shall also require all of its Subcontractors to maintain this insurance coverage. The Contractor acknowledges and shall abide by the University's prohibition on the use of 1099 independent contractors and owner/operator business entities wherein such individuals are not able to secure and maintain such insurance. The Contractor shall ensure that all classifications of laborers and construction mechanics performing Work on the Project job site are traditional employees of the Contractor or any Trade Contractor for any tier thereof, and that each is covered by such insurance.

- (4) The Umbrella Excess Liability insurance must be consistent with and follow the form of the primary policies, except that Umbrella Excess Liability insurance shall not be required for the Medical Expense Limit.
- (5) Builder's Risk Insurance: The Contractor, at his sole expense, shall purchase and maintain property insurance upon the entire Project for the full replacement cost at the time of any loss. This insurance shall include "All Risk" coverage against physical loss or damage including the perils of Fire and Extended Coverage, Theft, Vandalism, and Malicious Mischief, Transit and Collapse. The Contractor will be responsible for any co-insurance penalties and/or deductibles.
- (6) Professional Liability (Errors and Omissions) including tail-coverage for claims made after final completion.

4.05.2 Proof of Coverage

Certificates of Insurance or Declarations pages as may be requested by the University, as evidence of the insurance required by these Contract Documents, shall be submitted by the Contractor to the University. The Certificates of Insurance and Declarations shall state the scope of coverage and deductible, and list the University as an additional insured as required by Section 4.05.04 below. Any deductible shall be the Contractor's liability. The Declarations shall provide for no cancellation or modification of coverage without thirty (30) days prior written notice to the University. Acceptance of Certificates of Insurance or Declarations pages by the University shall not in any way limit the Contractor's liabilities under the Contract Documents. The Contractor shall maintain required insurance for the entire duration of the Contract. In the event the Contractor does not comply with these insurance requirements, the University may, at its option, provide insurance coverage to protect the University; the cost of such insurance shall be deducted from the Contract Sum or otherwise paid by the Contractor. Renewal certifications shall be filed in a timely manner for all coverage until the Project is accepted as complete as requested by the University. Upon the University's request, the Contractor shall provide copies of the policies obtained from the insurers.

4.05.3 Subcontractor's Insurance

The Contractor shall either require Subcontractors to carry insurance as set forth in the CCIP Insurance Manual and the Subcontract, or the Contractor shall insure the activities of the Subcontractors in the amount, types and form of insurance required under by the Contract Documents. If the Contractor elects to have its Subcontractors purchase individual insurance policies, the Contractor shall cause its trade contracts and subcontracts to include a clause requiring that copies of any insurance policies which provide coverage to the Work shall be furnished to the University upon request. The Contractor shall supply the University with a list of all Subcontractors, including those enrolled in the CCIP coverage, and copies of the enrolled Subcontractors' certificates of insurance evidencing coverage, showing whether or not they have individual insurance policies and certifying that those subcontractors without individual insurance policies are insured by the Contractor.

4.05.4 Scope of Insurance Coverage

The Contractor's insurance as required by the Contract Documents (including subcontractors' insurance), by endorsement to the policies and the Certificates of Insurance, shall include the following and may be presented in the form of a rider attached to the Certificates of Insurance:

- (1) The Board of Governors of Wayne State University, the University, their officers, employees, representatives and agents including the Design Professional, shall be included as additional insured under the general liability, builder's risk and automobile liability policies for and relating to the Work to be performed by the Contractor and subcontractors. This shall apply to all claims, costs, injuries, or damages.

- (2) A Severability of Interest Clause stating that, "The term 'insured' is hereby used severally and not collectively, but the inclusion herein of more than one insured shall not operate to increase the limits of the insurer's or insurers' liability."
- (3) A Cross Liability Clause stating that, "In the event of claims being made under any of the coverages of the policy or policies referred to herein by one or more insured hereunder for which another or other insured hereunder may be liable, then the policy or policies shall cover such insured or insured against whom a claim is made or may be made in the same manner as if separate policies had been issued to each insured hereunder. Nothing contained herein, however, shall operate to increase the insurer's limits of liability as set forth in the insuring agreements."
- (4) The Board of Governors of Wayne State University, the University, their officers, employees, representatives and agents, shall not by reason of their inclusion as insured incur liability to the insurance carriers for payment of premiums for such insurance. However, the Board of Governors of Wayne State University may, in their sole discretion after receiving a notice of cancellation for nonpayment, elect to pay the premium due and deduct such payment from any sums due to the Contractor or recover the amount paid from the Contractor if the sums remaining are insufficient.
- (5) Coverage provided is primary and is not in excess of or contributing with any insurance or self-insurance maintained by the Board of Governors of Wayne State University, the University, their officers, employees, representatives and agents.

4.05.5 Miscellaneous Insurance Provisions

The form and substance of all insurance policies required to be obtained by the Contractor shall be subject to approval by the University. All such policies shall be issued by companies lawfully authorized to do business in Michigan and be acceptable to the University. All property insurance policies to be obtained by the Contractor shall name the University as loss payee as its interest, from time to time, may appear.

The Contractor shall, by mutual agreement with the University and at the University's cost, furnish any additional insurance as may be required by the University. The Contractor shall provide Certificates of Insurance evidencing such additional insurance.

Should the Project involve asbestos abatement, the Contractor or subcontractor, as appropriate, shall provide asbestos liability insurance.

The Contractor acknowledges that the University is self-insured and participates in the Michigan Universities Self-Insurance Corporation program and the Contractor agrees that the University is not required to provide or purchase any additional insurance with respect to this Project or the Work required by the Contractor for the Project.

4.05.6 Loss Adjustment

Any insured loss is to be adjusted with the Contractor and made payable jointly to the University and the Contractor. The Contractor shall cooperate with the University in a determination of the actual cash value or replacement value of any insured loss. Any deductible amount shall be the responsibility of the Contractor.

4.05.7 Compensation Distribution

The University upon the occurrence of an insured loss shall account for any money so received and shall distribute it in accordance with such agreement as the interested parties may reach. Claim payments received shall be distributed proportionately according to the actual percentages of losses to both. If after such loss no other special agreement is made, replacement of damaged work shall be covered by an appropriate contract change order. Any dispute shall be resolved by the University.

4.05.8 Waivers of Subrogation

The University and Contractor waive all rights against (1) each other and any of their subcontractors, subcontractors, agents and employees, each of the other, and (2) the Design Professional, Design Professional's consultants, separate Contractors if any, and any of their subcontractors, sub-subcontractors, agents and employees, for damages caused by fire or other perils to the extent covered by property insurance obtained pursuant to this paragraph or other property insurance applicable to the Work, except such rights as they have to proceeds of such insurance held by the University as fiduciary. The University or Contractor, as appropriate, shall require of the Design Professional, Design Professional's consultants, separate Contractors, if any, and the subcontractors, sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

4.06 Indemnification

4.06.1

To the fullest extent permitted by law, the Contractor shall hold harmless, defend, and indemnify the Board of Governors of Wayne State University, the University, and officers, employees, representatives and agents of each of them, from and against any and all claims or losses arising out of or are alleged to be resulting from, or relating to (1) the failure of the Contractor to perform its obligations under the Contract or the performance of its obligation in a willful or negligent manner; (2) the inaccuracy of any representation or warranty by the Contractor given in accordance with or contained in the Contract Documents; and (3) any claim of damage or loss by any subcontractor, or supplier, or laborer against the University arising out of any alleged act or omission of the Contractor or any other subcontractor, or anyone directly or indirectly employed by the Contractor or any subcontractor.

4.06.2

To the fullest extent permitted by law, the Contractor shall be liable for and hereby agrees to defend, discharge, fully indemnify and hold the University harmless from and against any and all claims, demands, damages, liability, actions, causes of action, losses, judgments, costs and expenses of every nature (including investigation costs and/or expenses, settlement costs, and attorney fees and expenses incident thereto) sustained by or asserted against the University arising out of, resulting from, or attributable to the performance or nonperformance of any Work and/or obligation covered by the Contract or to be undertaken in connection with the construction of the Project contemplated by the Contract (collectively, "Claim"), including, but not limited to, any Claim for: (a) any personal or bodily injury, illness or disease, including death at any time resulting therefrom of any person, (including, but not limited to, employees of the University, the Contractor, any subcontractor, and any materialman and the general public); (b) any loss, damage or destruction of any property; (c) any loss or damage to the University's operations, arising out of, resulting from, or attributable in whole or in part to (i) any negligence or other act or omission of the Contractor, and any subcontractor, any materialman and/or any other person or any of the directors, officers, employees or agents of any of them or (ii) any defects in material or equipment furnished hereunder; (d) any payments allegedly owed to subcontractors, sub-subcontractors or materialmen; (e) any acts or omissions relative to conditions of safety and protection of persons on the Project site; and/or (f) any act or omission relative to the Contractor's breach of obligations and regarding non-discrimination as set forth in these General Conditions. The Contractor shall not be liable hereunder to indemnify the University against liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence or willful misconduct of the University, its agents or employees. The Contractor, at its own cost and expense, shall take out and maintain

at all times during the effective period of the Contract, contractual liability insurance insuring the performance by the Contractor of its contractual duties and obligations under this Article, which insurance shall name the University as additional insured and shall be in form and amount and from an insurance company satisfactory to the University. The Contractor's duty to fully indemnify the University shall not be limited in any way by the existence of this insurance coverage.

4.06.3

The Contractor shall also be liable for and hereby agrees to pay, reimburse, fully indemnify and hold the University harmless from and against all costs and expenses of every nature (including attorney fees and expenses incident thereto) incurred by the University in collecting the amounts due from the Contractor, or otherwise enforcing its rights, under the indemnifications described in this Article.

4.06.4

In claims against any person or entity indemnified under this Article made by an employee of the Contractor or a subcontractor, or indirectly employed by either of them, or anyone for whose acts either made by liable, the indemnification obligation under this Article shall not be limited by any limitation on amount or type of damages, compensation, or benefits payable by or for the Contractor or a subcontractor under workers compensation laws, disability benefit laws, or other laws providing employee benefits.

4.06.5

The indemnification obligations under this Article shall not be limited by any assertion or finding that the person or entity indemnified is liable by reason of a non-delegable duty.

4.06.6

The Contractor shall hold harmless, defend, and indemnify the University from and against losses resulting from any claim of damage made by any separate Contractor of the University against the University arising out of any alleged acts or omissions of the Contractor, a subcontractor, anyone directly or indirectly employed by either the Contractor or subcontractor, or anyone for whose acts either the Contractor or subcontractor may be liable.

4.06.7

The Contractor shall hold harmless, defend and indemnify the Design Professional and the separate Contractors of the University from and against losses to the extent they arise from the negligent acts or omissions or willful misconduct of the Contractor, a subcontractor, anyone directly or indirectly employed by the Contractor or subcontractor, or anyone for whose acts the Contractor or subcontractor may be liable.

4.07 Occupancy by University Prior to Acceptance

The University may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by public authorities having jurisdiction over the Work. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the University and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a description of the area substantially complete to the Design Professional. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be

determined by written agreement between the University and Contractor or, if no agreement is reached, by decision of the Design Professional.

Immediately prior to such partial occupancy or use, the University together with the Contractor and Design Professional shall jointly observe and/or inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents. Likewise, partial occupancy or use of a portion or portions of the Work shall not alter, change or modify the requirements for Substantial or Final Completion within Contract Time.

4.08 Contract Time

4.08.1 Time of the Essence

All time limits specified in this Contract are of the essence of the Contract.

4.08.2 Starting and Completion Date

The University shall designate in the Notice to Proceed the starting date of the Contract on which the Contractor shall immediately begin and thereafter diligently prosecute the Work to completion. The Contractor agrees to complete the Work on the date specified for completion of the Contractor's performance in the Contract unless such time is adjusted, in writing, by change order issued by the University. The Contractor may complete the Work before the completion date if it will not interfere with the University or their other Contractors engaged in related or adjacent Work. The date of Substantial Completion shall be used as the commencement date of the guarantee.

4.08.3 Delay

Within ten (10) days from the commencement of a delay, Contractor shall submit to the University's Representative a written notice of the delay. Such notice of delay shall describe the nature and cause of the delay, provide a preliminary estimate of the impact of said delay on the construction schedule and provide a recovery plan to mitigate the delay. The Contractor's failure to give such notice to the University shall constitute a waiver by the Contractor of its ability to request an extension of time. In the case of a continuing cause of delay, only one claim shall be necessary. The giving of such notice shall not of itself establish the validity of the cause of delay or of the extension of the time for completion. Submission of reports and/or updates required at regularly scheduled meetings or as a part of a regularly submitted report shall not constitute such required notice.

The Contractor expressly agrees that delays to construction activities which do not affect the overall time of completion of the Work shall not entitle the Contractor to an extension of the Contract Time or provide a basis for additional cost or damages. No delay, obstruction, interference, hindrance, or disruption, from whatever source or cause in the progress of the Contractor's Work shall be a basis for an extension of time unless the delay, obstruction, interference, hindrance, or disruption is without the fault and not the responsibility of the Contractor and directly affects the overall completion of the Work as reflected in the Contractor's updated and accepted Project schedule.

Within fifteen (15) days from the submittal to the University of the notice of delay detailed in the previous paragraphs, Contractor shall submit to the University's Representative a request for an extension of time which shall include all documentation supporting the request. Such submittal shall include a detailed description of all changes in activity duration, logic, sequence, or otherwise in the Project schedule. The filing of such a request for an extension of time shall not of itself establish the validity of the cause of delay or of the extension of time for completion.

Submission of construction reports and/or updates required by these General and Supplementary Conditions shall not constitute such a request.

4.08.4 Adjustment of Contract Time and Cost

If the Contractor is delayed, obstructed or hindered at any time in the progress of the Work by any act or neglect of the University or by any contractor employed by the University, or by changes ordered in the scope of the Work, or by fire, adverse weather conditions not reasonably anticipated, or any other causes beyond the control of the Contractor with the exception of labor disputes or strikes of the Contractor's or a Subcontractor's own personnel, then the duration set forth in the Master Project Schedule, and established for Substantial and Final Completion may be extended as agreed to by the University, Contractor and Design Professional. When such delays result in an agreement to adjust the Time of Completion, then the Contractor may also request, and the University may make a reasonable adjustment to the Contract Sum for Project costs directly attributable to the delay pursuant to Article 6.00, CHANGES IN THE WORK. It will be the Contractor's obligation to demonstrate to the complete satisfaction of the University, that the direct Project costs associated with such delays are justified, fair, and reasonable.

The University will not recognize labor disputes, strikes, work stoppages, picketing or boycotting by employees of or under the control or direction of the Contractor or its subcontractors, to be cause for extending the Construction Project Schedule or the Contract Time or adjusting the Contract Sum. The University may recognize labor disputes, strikes, work stoppages, picketing or boycotting that are not within the Contractor's or its subcontractors' control as cause for extending the Construction Project Schedule or Contract Time. Pursuant to section 9.01.1 such labor disputes, strikes, work stoppages, picketing or boycotts may constitute grounds for termination of the Contractor.

4.08.5 Contractor to Fully Prosecute Work

No extension of time will be granted unless the Contractor demonstrates to the satisfaction of the University that the Contractor has made every reasonable effort to complete all Work under the Contract not later than the date prescribed.

4.08.6 University's Adjustment of Contract Time

Even though the Contractor has no right to an extension of time for completion, the University may in the exercise of its sole discretion extend the time at the request of the Contractor if it determines it to be in the best interest of the University. .

4.08.7 Adjustment of Contract Time and Cost Due to Reasons Beyond University Control

Should the University be prevented or enjoined from proceeding with Work either before or after the start of construction by reason of any litigation or other reason beyond its control, the Contractor may request an adjustment in the Time of Completion and/or Contract Sum by reason of said delay. The University may make a reasonable adjustment in the Time of Completion and/or Contract Sum for time and costs directly attributable to the delay. It will be the Contractors obligation to demonstrate to the complete satisfaction of the University, that all Time of Completion and Contract Sum adjustments associated with such delays are justified, fair, and reasonable.

4.09 Progress Schedule

4.09.1

The Contractor shall prepare and submit to the University the Contractor's Construction Schedule utilizing the Critical Path Method within ten (10) days after starting date on the Notice to Proceed. It shall be the Contractor's responsibility to use its best efforts and to act with due diligence to maintain the progress of the Work in accordance with the schedule. The time for completion may be extended only by a written Change Order executed by the University and the Contractor. The work activities making up the schedule shall be of sufficient detail to assure that adequate planning has been done for proper execution of the Work and such that, in the sole judgment of the University, it provides an appropriate basis for monitoring and evaluating the progress of the Work. The Construction Schedule shall include the time periods required for utility and service interruptions, including compliance with the notice periods stated in the Utility Disturbance and Disruption Request. The Contractor shall also submit a separate progress schedule listing all submittals required under the Contract and the date by which each submittal will be submitted allowing 10 days for the Design Professional's review ("submittal schedule").

4.09.4

Float, slack time, or contingency within the schedule at the activity level and total float within the overall schedule, is not for the exclusive use of either the University or the Contractor, but is jointly owned by both and is a resource available to and shared by both parties as needed to meet Contract milestones and the Contract completion date.

4.09.5

The Contractor shall not sequester shared float through such strategies as extending activity duration estimates to consume available float, using preferential logic, or using extensive crew/resource sequencing, etc. Since float time within the construction schedule is jointly owned, it is acknowledged that University caused delays on the Project may be offset by University caused time savings (i.e., critical path submittals returned in less time than allowed by the Contract, approval of substitution requests which result in a savings of time to the Contractor, etc.). In such an event, the Contractor shall not be entitled to receive a time extension until all University caused time savings are exceeded and the Contract completion date is also exceeded.

4.09.6

Regardless of which schedule method the Contractor elects to use in formulating the Contractor's Construction Schedule, an updated construction schedule shall be submitted to the University five (5) days prior to the submittal of the Contractor's monthly payment request. The submission of the updated construction schedule satisfying the requirements of this Article, accurately reflects the status of the Work, and incorporates all changes into the schedule, including actual dates, shall be a condition precedent to the processing of monthly payment applications. Updated schedules shall also be submitted at such other times as the University may direct. Upon approval of a change order or issuance of a direction to proceed with a change, the approved change shall be reflected in the next schedule update submitted by the Contractor.

4.09.7

If completion of any part of the Work, the delivery of equipment or materials, or issuance of the Contractor submittals is behind the updated Construction Schedule and will cause the end date of the Work to be later than the Contract completion date, the Contractor shall submit in writing a plan acceptable to the University for completing the Work on or before the current Contract completion date.

4.09.8

No time extensions shall be granted unless the delay can be clearly demonstrated by the Contractor on the basis of the updated Construction Schedule current as of the month the change is issued or the delay

occurred, and the delay cannot be mitigated, offset, or eliminated through such actions as revising the intended sequence of Work or other means.

4.09.9

As a condition precedent to the release of retained funds, the Contractor shall, after completion of the Work has been achieved, submit a final Construction Schedule which accurately reflects the manner in which the Project was constructed and includes actual start and completion dates for all Work activities on the Project schedule together with a full and unconditional waiver and release of claims for payment in a form acceptable to the University.

4.10 Coordination With Other Work

The University reserves the right to do other Work in connection with the Project or adjacent thereto and the Contractor shall at all times conduct the Work so as to impose no hardship on the University or others engaged in the University's Work nor to cause any unreasonable delay or hindrance thereto.

Where two or more Contractors are employed on related or adjacent work, each shall conduct their operation in such a manner as not to cause delay or additional expense to the other.

The Contractor shall be responsible to others engaged in the related or adjacent work for all damage to Work, to persons and to property, and for loss caused by failure to complete the Work within the specified time for completion. The Contractor shall coordinate its Work with the Work of others so that no discrepancies shall result in the Project.

4.11 As-built Drawings Reflecting Actual Construction

During the course of construction, the Contractor shall maintain drawings kept up each day to show the Project as it is actually constructed. Every sheet of the plans and specifications which differs from the actual construction shall be marked and sheets so changed shall be noted on the title sheets of the plans and specifications. All change orders shall be shown by reference to sketch drawings, and any supplementary drawings or change order drawings shall be included. The Contractor shall review the "As-built" drawings with the University at least once a month to demonstrate that all changes that have occurred are being fully and accurately recorded. The altered Contract drawings shall be sufficiently detailed so that future Work on the Project or in adjacent areas may be conducted with a minimum of difficulty. Prior to the completion of the Project, and prior to release of the final retention payments, the "As-built" drawings and specifications shall be transmitted in hard copy and electronic format as directed by the University to the University or the Design Professional for further review. A copy of the transmittal shall be sent to the University and included in the formal Close-out documents.

4.12 Cleanup of Project and Site

The Contractor shall, on a daily basis, keep the premises and surrounding area free from accumulation of waste materials, combustibles, or rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove from and about the Project waste materials, combustibles, rubbish, the Contractor's tools, construction equipment, machinery and surplus materials.

If the Contractor fails to clean up as provided in the Contract Documents, the University may do so and the cost thereof shall be charged to the Contractor. Any additional cleaning requirements are as stated in the Supplementary General Conditions.

Upon completion of the Work, the Contractor shall promptly remove from the premises construction equipment and any waste materials not previously disposed of, leaving the premises thoroughly clean and ready for occupancy.

When two or more Contractors are engaged in work at or near the site, each shall be responsible for cleanup and removal of its own rubbish, equipment, and any waste materials not previously disposed.

In the event the Contractor does not maintain the Project or the site clear of debris and rubbish in a manner acceptable to the Design Professional or University, the University may, at its option, cause the Project or site to be properly cleaned and may withhold the incurred expense from payments due the Contractor or otherwise receive reimbursement from the Contractor.

4.13 [Not used]

4.14 Project Sign, Advertising

If included as a requirement in the project documents, Contractor shall furnish and install a project sign as designed by the Design Professional and accepted by the University as part of the Work under the Contract. As a minimum, the sign shall be four feet by eight feet, made from three-quarter inch plywood. The sign shall identify the Project name, the University including the individual members of the Board of Governors, the Design Professional, and the Contractor. No advertising is permitted on the Project or site without written permission from the University. If the Project is funded by a State of Michigan capital appropriation, the Contractor shall also provide a project sign which satisfies the requirements of the State of Michigan as stipulated in the Department of Technology Management and Budget's Major Project Design Manual, current edition.

5.00 INTERPRETATION OF AND ADHERENCE TO CONTRACT REQUIREMENTS

5.01 Interpretation of Contract Requirements

5.01.1 Conflicts

In the event of conflict in the Contract Documents, the priorities stated below shall govern:

- (1) Addenda shall govern over all other Contract Documents and subsequent addenda shall govern over prior addenda only to the extent that they modify prior addenda. Such addenda shall only govern the scope of Work, Contract Sum, and Time of Completion, and shall not be deemed to amend the Contract, General Conditions of Construction, or Supplementary General Conditions of Construction.
- (2) In case of conflict between plans and specifications, the specifications take precedence over drawings for the specific type or quality of materials or the quality of installation; the drawings take precedence over the specifications with regard to quantities, locations or detail of installation.
- (3) Conflicts within the plans:
 - (a) Schedules, when identified as such, shall govern over all other portions of the plans.
 - (b) Specific notes shall govern over all other notes and all other portions of the plans except the schedules described in Article 5.01.1, above.
 - (c) Larger scale drawings shall govern over smaller scale drawings.
 - (d) Figured or numerical dimensions shall govern over dimensions obtained by scaling. Scaling the drawings is prohibited.
- (4) Conflicts within the specifications:

"General Conditions for Construction" shall govern over all sections of the specifications except for specific modifications thereto that may be stated in Supplementary General Conditions or addenda. No other section of the specifications shall modify the General Conditions for Construction.
- (5) In the event provisions of codes, safety orders, Contract Documents, referenced manufacturer's specifications or industry standards are in conflict, the more restrictive or higher quality shall govern.

5.01.2 Omissions

If the Contract Documents are not complete as to any minor detail of a required construction system or with regard to the manner of combining or installing of parts, materials, or equipment, but there exists an accepted trade standard for good and skillful construction, such detail shall be deemed to be an implied requirement of the Contract Documents in accordance with such standard. "Minor Detail" shall include the concept of substantially identical components, where the price of each such component is small even though the aggregate cost or importance is substantial, and shall include a single component which is incidental, even though its cost or importance may be substantial.

The quality and quantity of the parts or material so supplied shall conform to trade standards and be compatible with the type, composition, strength, size, and profile of the parts of materials otherwise set forth in the Contract Documents.

5.01.3 Miscellaneous

Portions of the Work which can be best illustrated by the Drawings may not be included in the Specifications and portions best described by the Specifications may not be depicted on the Drawings.

If an item or system is either shown or specified, all material and equipment normally furnished with such items and needed to make a complete operating installation shall be provided whether mentioned or not, even though such materials and equipment are not shown on the drawings or described in the specifications, omitting only such parts as are specifically excepted. Words and abbreviations which have well-known technical or trade meanings are used in the Contract Documents in accordance with such recognized meanings.

The General Conditions and Supplementary General Conditions are a part of each and every section of the Specifications.

All drawings, Project Plans and Specifications, renderings and models or other documentation, and copies thereof, furnished by the University or any agent, employee or consultant of the University, or Design Professional, are and shall remain the property of the University. They are to be used only with respect to this Project and are not to be used on any other project.

5.01.4 Interpreter of Documents

The University's Representative shall be the Interpreter, with the advice of the Design Professional, of the Contract Documents and shall be the judge of the performance of the Contractor and subcontractors. Subject to the provisions Article 7, claims, disputes and other matters of controversy relating to the Contract Documents or the Work shall be decided by the University's Representative. The decision of the University's Representative shall be final.

5.02 Issuance of Interpretations, Clarifications, Additional Instructions (Requests for Information)

Should the Contractor discover any conflicts, omissions, or errors in the Contract or have any question concerning interpretation or clarification of the Contract Documents, the Contractor shall request in writing an interpretation, clarification, or additional detailed instructions before proceeding with the Work affected. The written request shall be given to the Design Professional and University within 5 days of discovery.

The Design Professional, with review as required by the University, shall, within 10 days or other reasonable time, issue in writing the interpretation, clarification, or additional detailed instructions requested. In the event that the Contractor believes that the progress of the Work is being delayed by a Request for Information or a response to a Request for Information, Contractor shall comply with the procedures stated in section 4.08 of these General Conditions for an extension of time.

Should the Contractor proceed with the Work affected before receipt of the interpretation, clarification, or instructions from the Design Professional, the Contractor shall replace or adjust any Work not in conformance therewith and shall be responsible for any resultant damage or added cost.

Should any interpretation, clarification, or additional detailed instructions, in the opinion of the Contractor, constitute Work beyond the scope of the Contract, the Contractor must submit written notice thereof to the Design Professional and University within five (5) calendar days following receipt of such interpretation, clarification, or additional detailed instructions and in any event prior to commencement of Work thereon. The Contractor shall submit an explanation of how the interpretation, clarification, or additional detailed instruction constitutes work beyond the scope of the Contract, along with a detailed cost breakdown and an explanation of any delay impacts. The Design Professional shall consider such notice and make a recommendation to the University. If, in the judgment of the University, the notice is justified, the interpretation, clarification or additional detailed instructions shall either be revised or the extra work authorized by Contract change order or by field instruction with a change order to follow. If the University decides that the request is not justified

and the Contractor does not agree, the Contractor shall nevertheless perform such Work upon receipt from the University of written authorization to do so. In such case, the Contractor shall have the right to have the Claim later determined only pursuant to the requirements of this Contract. However, any such Claim for additional compensation because of such interpretation, clarification, or additional detailed instruction is waived, unless the Contractor gives written notice to the Design Professional and University within five (5) calendar days as specified above.

5.03 Product and Reference Standards

5.03.1 Product Designation

When descriptive catalog designations, including the manufacturer's name, product brand name, or model number are referred to in the Contract Documents, such designations shall be considered as being those found in industry publications of current issue at the date of Contract execution.

5.03.2 Reference Standards

When standards of the federal government, trade societies, or trade associations are referred to in the Contract Documents by specific date of issue, these shall be considered a part of this Contract. When such references do not bear a date of issue, the current and most recently published edition at the date of Contract execution shall be considered a part of this Contract.

5.04 Shop Drawings, Samples, Alternatives or Equals, Substitutions

5.04.1 Submittal Procedure

Shop drawings include drawings, diagrams, illustrations, schedules, performance charts, brochures and catalogs and other data prepared by the Contractor or any subcontractor, manufacturer, supplier or distributor, and which illustrate some portion of the Work. In accordance with the submittal schedule, the Contractor shall promptly review and approve all shop drawings and then submit the shop drawings to the Design Professional together with samples as required by the Contract Documents and shall also submit any offers of alternatives or substitutions. The Design Professional shall have 10 days to respond with an acknowledgement of approval, clearly defined exceptions, or rejections. Rejections shall be cause for re-submission and no contract time adjustments will be granted for such requirements. At least six copies of brochures, one copy of shop drawings and one PDF digital file of shop drawings shall be submitted as well as additional copies as required by Design Professional. All such submittals shall be sent to Design Professional at the address given in the instructions to the Contractor at the job start meeting. A letter shall accompany the submitted items which shall contain a list of all matters submitted and shall identify all deviations shown in the shop drawings and samples from the requirements of the Contract Documents. Failure by the Contractor to identify all deviations may render void any action taken by the Design Professional on the materials submitted. Whether to void such action shall be in the discretion of the Design Professional. The letter and all items accompanying it shall be fully identified as to project name and location, the Contractor's name, and the University's Project number. By submitting the approved shop drawings and samples, the Contractor warrants and represents that the data contained therein have been verified with conditions as they actually exist and that the shop drawings and samples have been checked and coordinated with the Contract Documents.

5.04.2 Samples

Samples are physical examples furnished by the Contractor to illustrate materials, equipment, color, texture, or worker ship, and to establish standards by which the Work will be judged. Unless otherwise approved, at least two samples will be submitted for each item requiring samples to be submitted.

The Work shall be in accordance with the samples and reviewed by Design Professional. Samples shall be removed by the Contractor from the site when directed. Samples not removed by the Contractor, will become the property of the University and will be removed or disposed of by the University at the Contractor's expense.

5.04.2.1 Mock-ups as may be required by the Contract Documents

Mock-ups, models or temporary construction as may be required by the University shall be removed and disposed of by the Contractor at Contractor's sole cost and expense from the site when directed.

5.04.3

5.04.3 Substitutions

For convenience in designation on the plans or in the specifications, certain materials or equipment may be designated by a brand or trade name or the name of the manufacturer together with catalog designation or other identifying information, hereinafter referred to generically as "designated by brand name." Alternative material or equipment which is of equal quality and of the required characteristics for the purpose intended may be proposed for use provided the Contractor complies with the requirements stated in this section. If the Contractor proposes a product that is of lesser or greater quality or performance than the specified material or equipment, Contractor must both comply with the provisions of section 5.04 and submit any cost impact. The Contractor shall submit its proposal to University and the Design Professional for an alternative in writing within the time limit designated in the Contract, or if not so designated, then within a period which will cause no delay in the Work. By submitting a substitute, the Contractor waives any rights to claim a delay due to the processing of this substitution.

The Contractor may offer a substitution of a specified or indicated item if it presents complete information concerning the substitution and the benefits thereof to the University by reason of lower cost or improved performance, or both, over the specified or indicated item. However, such submission of a proposed substitution does not relieve the Contractor from its obligations under the Contract. In proposing a substitution, the Contractor warrants that the substitution is, at a minimum, equivalent in performance to the specified or indicated item. A substitution shall not be effective unless accepted in writing by the University.

Any additional costs and changes to the Work (including, but not limited to the Work of other Contractors and additional design costs which may be affected thereby) which may result from the proposed substitution shall be disclosed at the time the substitution is proposed to the University. Changes to the Work and any additional costs therefrom shall be the sole responsibility of the Contractor and shall not increase the Contract Sum.

The Contractor's substitution proposals shall include written descriptions of the items to be substituted (including drawings and/or specifications) and referenced information of the proposed substitution. The Design Professional and University's Representative's signature on this proposal is required for acceptance. Shop Drawings will not be considered a substitution proposal pursuant to this section. Verbal approvals or approved Shop Drawings will not be considered as acceptance of proposed substitutions.

5.05 Quality of Materials, Articles and Equipment

Materials, articles and equipment furnished by the Contractor for incorporation into the Work shall be new unless otherwise specified in the Contract Documents. When the Contract requires that materials, articles or equipment be furnished, but the quality or kind thereof is not specified, the Contractor shall furnish materials, articles or equipment at least equal to the kind or quality or both of materials, articles or equipment which are specified.

5.06 Testing Materials, Articles, Equipment and Work

Materials, articles, equipment or other Work requiring tests are specified in the Contract Documents. Materials, articles and equipment requiring tests shall be delivered to the site in ample time before intended use to allow for testing and shall not be used prior to testing and receipt of written approval. The Contractor shall be solely responsible for notifying the University where and when materials, articles, equipment and Work are ready for testing. Should any such materials, articles, equipment or Work be covered without testing and approval, if required, they shall be uncovered at the Contractor's expense. The University has the right to order the testing of any other materials, articles, equipment or Work at any time during the progress of the Work. Unless otherwise directed, all samples for testing shall be taken by the University from materials, articles or equipment to be used on the project or from Work performed. All tests will be under the supervision of, and at locations convenient to, the University. The University shall select the laboratories for all tests. Decisions regarding the adequacy of materials, articles, equipment or Work shall be issued to the University in writing. The University may decide to take further samples and tests, and if the results show that the Work was not defective, the University shall bear the costs of such samples and tests. In the event the results of such additional samples and tests show that the Work was defective, the Contractor shall bear the cost of such samples and tests. Samples that are of value after testing shall remain the property of the Contractor. All retesting and reinspection costs may be back charged to the Contractor by the University.

5.07 Rejection

Should any portion of the Work or any materials, articles or equipment delivered to the Project fail to comply with the requirements of the Contract Documents, such Work, materials, articles or equipment shall be rejected in writing and the Contractor shall immediately correct the deficiency to the satisfaction of the Design Professional and the University at no additional expense to the University. Any Work, materials, articles or equipment which is rejected shall immediately be removed from the premises at the expense of the Contractor. The University may retain one and one-fourth times the cost of the rejected materials, articles, equipment, and Work from any payments due the Contractor until such time as the deficiency is made acceptable to the Design Professional and University.

5.08 Responsibility for Quality

The testing and inspection provided by the University shall not relieve the Contractor of its responsibility for the quality of materials and workmanship provided by the Contractor, and the Contractor shall make good all defective Work discovered during or after completion of the Project.

6.00 CHANGES IN THE WORK

6.01 Change Orders

6.01.1 Generally

The University reserves the right to issue written orders whether through a formal Change Order or Preliminary Project Cost and Schedule Impact Report, directing changes in the Contract at any time prior to the acceptance of the Project without voiding the Contract, and Contractor shall promptly comply with such order or direction. The Contractor may request changes in the Work, but shall not act on the changes until approved in writing by the University. Any change made without authority in writing from the University shall be the responsibility of the Contractor.

Any such changes in the Work that have a cost impact shall only be authorized by Change Orders approved by the University. No action, conduct, omission, prior failure or course of dealing by the University shall act to waive, modify, change or alter the requirement that Change Orders must be in writing and signed by the University and Contractor and that such written Change Orders are the exclusive method for changing or altering the Contract Sum or Contract Time. The University and Contractor understand and agree that the Contract Sum and Contract Time cannot be changed by implication, oral agreements, actions, inactions, course of conduct or Preliminary Project Cost and Schedule Impact Report.

On the basis set forth herein, the Contract Sum may be adjusted for any Change Order requiring a different quantity or quality of labor, materials or equipment from that originally required, and the partial payments to the Contractor, set forth in section 8.01, may be adjusted to reflect the change. Whenever the necessity for a change arises, and when so ordered by the University in writing, the Contractor shall take all necessary steps to mitigate the effect of the ultimate change on the other Work in the area of the change. Changed Work shall be performed in accordance with the original Contract requirements except as modified by the Change Order. Except as herein provided, the Contractor shall have no claim for any other compensation including lost productivity or increased overhead expenses due to changes in the Work.

6.01.2 Proposed Change Orders

The Design Professional, with approval of the University, shall issue to the Contractor a cost request Bulletin for a proposed change order describing the intended change and shall require the Contractor to indicate thereon a proposed amount to be added to or subtracted from the Contract Sum due to the change supported by a detailed estimate of cost. Upon request by the University, the Contractor shall permit inspection of the original Contract estimate, Trade Contract agreements, or purchase orders relating to the change. Any request for adjustment in Contract Time which is directly attributable to the changed Work shall be included with substantiating detailed explanation by the Contractor in its response to the cost request bulletin. Failure by Contractor to request adjustment of Contract Time on the response to the cost request Bulletin shall waive any right to subsequently claim an adjustment of the Contract Time based on the changed Work. The Contractor shall submit the response to the cost request Bulletin with detailed estimates and any time extension request thereon to the Design Professional within ten (10) days after issuance of the cost request Bulletin. Upon its submission, the Design Professional will review it and advise the University who will make the decision regarding the request. The University retains sole discretion to accept, reject, or modify the proposed change. If the Contractor fails to submit the response within the required ten (10) days, and the Contractor has not obtained the Design Professional's and the University's permission for a delay in submission, the University may order the Contractor in writing to begin the Work immediately, and the Contract Sum shall be adjusted in accordance with the University's estimate of cost. In that event, the Contractor, within fifteen days following completion of the changed Work, may present information to the University that the University's estimate was in error; the University, in its sole discretion, may adjust the Contract Sum. The Contractor must keep and submit to the University time and materials records verified by the University to substantiate its costs. The University may require the Contractor to proceed immediately

with the changed Work in accordance with section 6.01.4, "Failure to Agree as to Cost" or section 6.02 "Emergency Changes."

When the University and the Contractor agree on the amount to be added to or deducted from the Contract Sum and the time to be added to or deducted from the Contract Time and a Contract Change Order is signed by the University and the Contractor, the Contractor shall proceed with the changed Work. If agreement is reached as to the adjustment in compensation for the performance of changed Work but agreement is not reached as to the time adjustment for such Work, the Contractor shall proceed with the Work at the agreed price, reserving the right to further pursue its Claim for a time adjustment. Any costs incurred to acquire information relative to a proposed Change Order shall not be borne by the University.

6.01.3 Allowable Costs Upon Change Orders

The identification of and manner in which costs will be allowed because of changed Work shall be computed as described by this section.

6.01.3.1 Labor

Costs are allowed for the actual payroll cost to the Contractor for direct labor, engineering or technical services directly required for the performance of the changed Work, (but not site management such as field office estimating, clerical, project engineering, management or supervision) including payments, assessments, or benefits required by lawful labor union collective bargaining agreements, compensation insurance payments, contributions made to the State pursuant to the Unemployment Insurance Code, and for taxes paid to the federal government required by the Social Security Act of 1935, as amended, unless the time of completion adjustments affect the general condition inclusion of the Contract Sum.

No labor cost will be recognized at a rate that deviates from the prevailing wages in the locality of Wayne County, Michigan as provided by the University at the time the Work is performed, or of wage and benefit rates associated with trade union collective bargaining agreements prevailing at the time of the change, and the the use of a classification which would increase the labor cost may not be permitted unless the Contractor established to the satisfaction of the University the necessity for payment at a higher rate.

6.01.3.2 Materials

Costs are allowed for the actual cost to the Contractor for the materials directly required for the performance of the changed Work. Such cost of materials may include the costs of transportation, sales tax, and delivery if necessarily incurred. However, overhead costs shall not be included. If a trade discount by the actual supplier is available to the Contractor, it shall be credited to the University. If the materials are obtained from a supply or source owned wholly or in part by the Contractor, payment therefor will not exceed the current wholesale price for such materials.

If, in the opinion of the University, the cost of materials is excessive, or if the Contractor fails to furnish satisfactory evidence of the cost from the actual suppliers thereof, then in either case the cost of the materials shall be deemed to be the lowest wholesale price at which similar materials are available in the quantities required at the time they were needed.

6.01.3.3 Equipment

Costs are allowed for the actual cost to the Contractor for the use of equipment directly required in the performance of the changed Work except that no payment will be made for time while equipment is inoperative due to breakdowns or for non-working days. The total rental cost shall not exceed seventy-five percent (75%) of the market value of the rented equipment. The rental time shall include the time required to move the equipment to the Project site from the nearest available source for rental of such equipment, and to return it to the source. If such equipment is not moved by its own power, then loading and transportation

costs will be paid. However, neither moving time nor loading and transportation costs will be paid if the equipment is used on the Project in any other way than upon the changed Work. Individual pieces of equipment having a replacement value of \$500.00 or less shall be considered to be tools or small equipment, and no payment therefor will be made.

For equipment owned or furnished by the Contractor, no cost therefor shall be recognized in excess of the rental rates established by distributors or equipment rental agencies in the locality where the Work is performed. Blue Book rates shall not be used for any purpose.

The amount to be paid to the Contractor for the use of equipment as set forth above shall constitute full compensation to the Contractor for the cost of fuel, power, oil, lubrication, supplies, small tools, small equipment, necessary attachments, repairs and maintenance of any kind, depreciation, storage, insurance, labor (except for equipment operators who shall be paid for as provided in Article 6.01.3.1) and any and all costs to the Contractor incidental to the use of such equipment.

6.01.3.4 Change Order Mark-up Allowance

For Change Order scope whose cost is derived according to the Cost of Work plus a Fee as defined in 6.01.3.1 through 6.01.3.3, the mark-up allowance shall be as defined in the Contract. Lump-sum conditions shall include the mark-up allowance. When agreement as to cost cannot be reached, the Contractor shall execute the Work according to time and materials with the Contractor and University acknowledging such costs by signature on a daily basis, and as set forth below.

6.01.3.5 Credit for Deleted Work

For proposed change orders which involve both added and deleted Work, the Contractor shall separately estimate the cost of the added Work before mark-ups, and separately estimate the cost of the deleted Work before allowance of a credit. If the difference between the costs results in an increase to the Contract Sum, the mark-up for added Work shall be applied to the difference, and if the difference in the costs results in a decrease, then the mark-up for deleted Work shall be applied to the difference.

6.01.3.6 Market Values

Cost for added Work shall be no more than market values prevailing at the time of the change, unless the Contractor can establish to the satisfaction of the University that it investigated all possible means of obtaining Work at prevailing market values and that the excess cost could not be avoided.

When a change order deletes Work from the Contract, the computation of the cost thereof shall be the values which prevailed at the time bids for the Work were opened or the Contract Sum established.

6.01.4 Failure to Agree as to Cost

6.01.4.1 For Added Work

Notwithstanding the failure of the University and the Contractor to agree as to the cost of the proposed Change Order, the Contractor, upon written order from the University, shall proceed immediately with the changed Work. A Preliminary Project Cost and Schedule Impact Report or letter signed by the University shall be used for this written order. At the start of each day's Work on the change, the Contractor shall notify the University in writing as to the size of the labor force to be used for the changed Work and its location. Failure to so notify may result in the non-acceptance of the costs for that day. At the completion of each day's Work, the Contractor shall furnish to the University a detailed summary of all labor, materials, and equipment employed in the changed Work. The University will compare his/her records with Contractor's daily summary and may make any necessary adjustments to the summary. After the University and the Contractor agree upon and sign the daily summary, the summary shall become the basis for determining costs for the

additional Work. The sum of these costs when added to an appropriate mark-up will constitute the payment for the changed Work. Subsequent adjustments, however, may be made based on later audits by the University. When changed Work is performed at locations away from the job site, the Contractor shall furnish in lieu of the daily summary, a summary submitted at the completion of the Work containing a detailed statement of labor, material, and equipment used in the Work. This latter summary shall be signed by the Contractor who shall certify thereon that the information is true.

The Contractor shall maintain and furnish on demand of the University itemized statements of cost from all vendors and subcontractors who perform changed Work or furnish materials and equipment for such Work. All statements must be signed by the vendors and the subcontractors.

6.01.4.2 For Deleted Work

When a proposed Change Order contains a deletion of any Work, and the University and the Contractor are unable to agree upon the cost thereof, the University's estimate shall be deducted from the Contract Sum and may be withheld from any payment due the Contractor until the Contractor presents adequate substantial information to the University that the University's estimate was in error. The amount to be deducted shall be the actual costs to the Contractor for labor, materials, and equipment which would have been used on the deleted Work together with an amount for mark-up as defined in the Contract Documents.

6.01.5 Allowable Time Extensions

For any change in the Work, the Contractor shall only be entitled to such adjustments in Contract Time due solely to performance of the changed Work. The procedure for obtaining an extension of time is set forth in Section 4.08 of these General Conditions. No extension of time shall be granted for a change in the Work unless the Contractor demonstrates to the satisfaction of the University that the Work is on the critical path and submits an updated Critical Path Method schedule showing that an extension of time is required and that the Contractor is making, or has made, every reasonable effort to guarantee completion of the additional Work called for by the change within the time originally allotted for the Contract. Failure by the Contractor to make the required submission or showing constitutes a waiver of any possible adjustment in Contract Time.

Any adjustment in Contract time shall specify the exact impact on the date of Substantial Completion and Final Completion.

6.02 Emergency Changes

Changes in the Work made necessary due to unforeseen site conditions, discovery of errors in plans or specifications requiring immediate clarification in order to avoid a serious Work stoppage, changes of a kind where the extent cannot be determined until completed, or under any circumstances whatsoever when deemed necessary by the University are kinds of emergency changes which may be authorized by the University in writing to the Contractor. The Contractor shall commence performance of the emergency change immediately upon receipt of Preliminary Project Cost and Schedule Impact Report issued by the University.

If agreement is reached as to compensation adjustment for the purpose of any emergency change, then compensation will be as provided in this section relating to ordinary changes. If agreement is not reached as to compensation at the time of commencing the emergency change, then compensation will be as provided in section 6.01.4, that is, time and materials records and summaries shall be witnessed and maintained until either a lump sum payment is agreed upon, or the changed Work is completed.

6.03 Preliminary Project Cost and Schedule Impact Report

The Contractor shall perform Work as directed by the University through a Preliminary Project Cost and Schedule Impact Report. The cost of the changed Work is to be determined as stated in the Preliminary Project Cost and Schedule Impact Report or pursuant to section 6.01.4.

7.00 CLAIMS AND DISPUTES

7.01 Policy of Cooperation

The parties shall endeavor to resolve all of their claims and disputes amicably and informally through open communication and discussion of all issues relating to the Project. To the greatest extent possible, the parties shall avoid invoking the formal dispute resolution procedures contained in the Contract Documents.

7.02 Recommendation of Design Professional

Claims, including those alleging an error or omission by the Design Professional, must be referred initially to the Design Professional for action as provided in paragraph 7.09 as an express condition precedent to proceeding further in resolving any claim.

7.03 Time Limits on Claims

Claims must be made within 5 days after occurrence of the event giving rise to such Claim or within 5 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later. Claims must be made by written notice. An additional Claim made after the initial Claim has been resolved by Change Order will not be valid.

7.04 Continuing Contract Performance

Pending final resolution of a Claim, unless otherwise agreed in writing, the Contractor shall proceed diligently with performance of the Contract and the University shall continue to make payments in accordance with the Contract Documents subject to the University's rights relative to payments, withholding of payments, termination, or all other rights afforded it in the Contract Documents.

7.05 Claims for Concealed or Unknown Conditions

If conditions are encountered at the site which are (1) subsurface or otherwise concealed physical conditions which differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature, which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, then written notice by the observing party shall be given to the other party promptly before conditions are disturbed and in no event later than 48 hours after first observance of the conditions. The Design Professional will promptly investigate such conditions and, if the conditions differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, the Design Professional will recommend an equitable adjustment in the Contract Sum or Contract Time, or both. If the Design Professional determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Design Professional shall so notify the University and Contractor in writing, stating the reasons. Claims by either party in opposition to such determination must be made within 10 days after the Design Professional has issued such determination. If the University and Contractor cannot agree on an adjustment in the Contract Sum or Contract Time, the adjustment shall be referred to the Design Professional for initial determination, subject to further proceedings pursuant to Paragraph 7.09.

7.06 Claims for Additional Cost

Any Claim by the Contractor for an increase in the Contract Sum shall be submitted in writing as required by the Contract Documents before proceeding to execute the Work. If the Contractor believes additional cost is involved for reasons including but not limited to (1) a written interpretation from the Design Professional, (2) an order by the University to stop the Work where the Contractor was not at fault, (3) a

written order for a minor change in the Work issued by the Design Professional, (4) failure of payment by the University, (5) termination of the Contract by the University, (6) University's suspension or (7) changes in the scope of Work, the Contractor's claim shall be filed in strict accordance with the procedure established herein.

7.07 Claims for Additional Time

Any Claim by Contractor for an increase in the Contract Time shall be submitted in writing as required by the Contract Documents. The Contractor's Claim shall include an estimate of the probable effect of delay on progress of the Work. In the case of a continuing delay only one Claim is necessary.

If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time and could not have been reasonably anticipated, and that weather conditions had an adverse effect on the scheduled construction.

7.08 Injury or Damage to Person or Property

If either party to the Contract suffers injury or damage to person or property because of an act or omission of the other party, of any of the other party's employees or agents, or of others for whose acts such party is legally liable, written notice of such injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 5 days after first observance. The notice shall provide sufficient detail to enable the other party to investigate the matter. If a Claim for additional cost or time related to this Claim is to be asserted, it shall be filed as provided in the Contract Documents.

7.09 Resolution of Claims and Disputes

7.09.1 Review by Design Professional

Design Professional will review all Claims and take one or more of the following preliminary actions within 10 days of receipt of a Claim: (1) request additional supporting data from the Claimant, (2) submit a schedule to the parties indicating when the Design Professional expects take action, (3) reject the Claim in whole or in part, stating reasons for rejection, (4) recommend approval of the Claim by the other party or (5) suggest a compromise. The Design Professional may also, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim.

If a Claim has been resolved, the Design Professional will prepare or obtain appropriate documentation. If a Claim has not been resolved, the party making the Claim shall, within 10 days after the Design Professional's preliminary response, take one or more of the following actions: (1) submit additional supporting data requested by the Design Professional, (2) modify the initial Claim or (3) notify the Design Professional that the initial Claim stands.

If a Claim has not been resolved after consideration of the foregoing and of further evidence presented by the parties or requested by the Design Professional, the Design Professional will notify the parties in writing that the Design Professional's opinion will be rendered within 5 days. Upon expiration of such time period, the Design Professional will render to the parties the Design Professional's determination relative to the Claim, including any change in the Contract Sum or Contract Time or both. If there is a surety and there appears to be a possibility of a Contractor's default, the Design Professional may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy. The determination by the Design Professional shall be subject to the review and approval of the Associate Vice President of Facilities Planning and Management at Wayne State University.

7.09.2 Review by Associate Vice President of Facilities Planning and Management

The determination by the Design Professional shall be subject to the review and approval of the Associate Vice President of Facilities Planning and Management at Wayne State University who may request additional information from the Claimant for review and consideration. The Associate Vice President of Facilities Planning and Management may issue a schedule for further discussions, review or decision. Upon decision by the Associate Vice President of Facilities Planning and Management, if the Claimant seeks further review, the matter shall be submitted to the Vice-President of Finance and Business Operations.

7.09.3 Review Vice-President of Finance and Business Operations

If the determination by the Design Professional and the decision of the Associate Vice President does not resolve the Claim, the Claimant may appeal to the Vice President of Finance and Business Operations who shall review such determination and the supporting information submitted by the parties for the purpose of upholding, modifying, or rejecting the determination. The Vice President of Finance and Business Operations shall render a decision within forty-five days of the completion of any submissions by the parties. The decision of the Vice President of Finance and Business Operations is final unless it is challenged by either party by filing a lawsuit in the Court of Claims of the State of Michigan within one year of the issuance of the decision.

7.09.4 Jurisdiction

Sole and exclusive jurisdiction over all claims, disputes, and other matters in question arising out of or relating to this Contract or the breach thereof, shall rest in the Court of Claims of the State of Michigan. No provision of this agreement may be construed as the University's consent to submit any claim, dispute or other matter in question for dispute resolution pursuant to any arbitration or mediation process, whether or not provisions for dispute resolution are included in a document which has been incorporated by reference into this agreement.

7.09.5 Condition Precedent

The process and procedures described in Article 7.09 are an express condition precedent to the Contractor filing or pursuing any legal remedy, including litigation. Pursuing litigation by the Contractor prior to exhaustion of the procedures set forth herein shall be premature and a material breach of this Agreement.

8.00 PAYMENT AND COMPLETION

8.01 Progress Payments

To assist in computing partial payments, the Contractor shall submit to the Design Professional and University a detailed "Schedule of Values" for review and approval by the University. The cost breakdowns shall be in sufficient detail for use in estimating the Work to be completed each month and shall be submitted within 10 days after the date of commencement of Work given in the Notice to Proceed.

Once each month during the progress of the Work, the Contractor shall submit to the Design Professional a partial payment request for review and approval. The partial payment request shall be based on the cost of the Work completed plus the acceptable materials delivered to or stored on the site under the control of the Contractor and not yet installed. The Design Professional and University shall review and certify by signature as to the validity of the request, and approving payment. Partial payments shall not be construed as acceptance of any Work which is not in accordance with the requirements of the Contract. Once the partial payment request has been certified by the Design Professional, it shall be submitted to the University for approval and processing.

The Contractor warrants that title to the Work, materials and equipment covered by an Application for Payment shall pass to the University upon the earlier of either incorporation in construction or receipt of payment by Contractor; that Work, materials and equipment covered by previous Applications for Payment are free and clear of liens, claims, security interests or encumbrances; and that no Work, materials or equipment covered by an Application for Payment will have been acquired by Contractor or by any other person performing Work at the Project or furnishing materials or equipment for the Project subject to an agreement under which an interest or encumbrance is retained by the seller or otherwise imposed on the Contractor or buyer.

All Applications for Payment shall be accompanied by sworn statements and waivers executed by Contractor, Subcontractors and suppliers whose work is included in the Application for Payment, as well as other documentation that may be required by the University, stating that all have been paid in full for Work performed through the last or most recent progress payment. The Contractor and each subcontractor shall also provide properly completed certified payroll form WH-347 to the University's with each application for payment request.

8.02 Format of Application for Payment

In addition to a schedule of values or detailed outline for the Cost of Work that is acceptable to the Contractor and University, other specific requirements for Application for Payment format and calculations include.

- Applications for Payment shall first present the itemized Cost of Work.
 - For any portion of the Work being performed according to unit pricing or time and materials pricing, invoicing and Applications for Payment must be accompanied by acceptable supporting documentation to evidence accurate quantities of actual labor, materials and equipment. Any allowed mark-ups to the actual cost of Work performed will be added to these costs separately and not included in the actual cost.
 - Change Orders executed between the Contractor and University shall be reported as separate line items within the Application for Payment and directly under applicable Subcontractor Cost of Work items. Change Orders affecting multiple Subcontractors' Cost of Work items shall be similarly numbered to permit ease of tracking. These requirements shall run through Subcontractor Applications for Payment to the Contractor to permit ease of tracking. Change Orders within a Subcontractor Application for Payment shall be appropriately labeled as being initiated by the Contractor or University to permit ease of tracking.

- The Contractor's General Conditions, Overhead and Profit shall next be calculated as the balance of the Application for Payment.

8.03 Substantial Completion, Incomplete Construction List and Punchlist

When the Contractor considers that the Work, or a portion thereof which the University agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Design Professional a comprehensive Incomplete Construction List of items to be completed or corrected, in a form agreed by the University and the Design Professional. The Contractor shall proceed promptly to complete and correct items on the Incomplete Construction List. Failure to include an item on such Incomplete Construction List does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. Upon receipt of the Contractor's Incomplete Construction List, the Design Professional, with the University's Representative, will make an observation to determine whether the Work or designated portion thereof is substantially complete and will identify observable items inconsistent with the Contract Documents to be included in the Punchlist. If the Design Professional's or University Representative's observation discloses any item, whether or not included on the Contractor's Incomplete Construction List, which is not in accordance with the requirements of the Contract Documents, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item, upon notification by the Design Professional.

The Contractor shall then submit a request for another observation by the Design Professional to determine Substantial Completion. When the Work or designated portion thereof is substantially complete, the Design Professional will prepare a Certificate of Substantial Completion which shall establish the date of Substantial Completion, shall establish responsibilities of the University and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, and shall fix the time, generally 45 days, within which the Contractor shall finish all remaining Incomplete Construction List and Punchlist items accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion. The Certificate of Substantial Completion shall be submitted to the University and Contractor for their written acceptance of responsibilities assigned to them in such Certificate.

8.03.1 Partial Completion

From time to time, as portions of the Work are completed by the Contractor, the University shall have the right, upon giving the Contractor prior written notice, to accept any portion of the Work that the University desires to use and occupy. Such partial acceptance shall be made in writing and thereafter the Contractor shall have no further obligation with respect to the Work accepted, except to correct the Work subsequently found to have been improperly done, to replace defective materials or equipment, or as defined by Substantial Completion, Incomplete Construction List and Punchlist requirements.

8.04 Completion and Final Payment

Upon the Final Completion of the Work by the Contractor, the acceptance of the Work by the University, and the release of all claims against the University and the Work by the Contractor and its subcontractors and suppliers (which releases shall be evidenced by final waivers and releases or other documents acceptable to the University), the Contractor shall file a request for Final Payment.

8.04.1 Final Application for Payment

Upon the receipt of the Contractor's Final Application for Payment, including any and all waivers required by the University and the Contractor's provision of all Close-out Documents, and training requirements, the University shall promptly make a final inspection, and if the University finds the Work acceptable and complete in strict accordance with the Contract Documents, the University shall issue Final Payment. Final Payment shall be made upon Completion of the Work and shall indicate the University's Final Acceptance of the Work

and its acknowledgment that the Work (excluding any further warranty and guaranty obligations) has been completed and is accepted under the terms and conditions of the Contract Documents. If prior to the making of Final Payment the University finds deficiencies in the Work, the University shall promptly notify the Contractor thereof in writing, describing such deficiencies in detail. After the Contractor has remedied any deficiencies noted by the University, the Contractor shall request a final inspection and the University shall make such inspection and follow the procedure set forth in this Paragraph.

8.04.2 Final Payment by the University

The making of Final Payment shall constitute a waiver of all claims by the University except those arising from: (1) unsettled liens; (2) faulty or defective work appearing after completion; (3) failure of the work to comply with the requirements of the Contract Documents; (4) terms of any special or extended warranties required by the Contract Documents; or (5) the obligations of the Contractor under the indemnification provisions of Paragraph 4.06 hereof.

The acceptance of Final Payment shall constitute a waiver of all claims by the Contractor.

8.05 Guarantee

The Contractor unconditionally guarantees the Work under this Contract to be in conformance with the Contract Documents and to be and remain free of defects in workmanship and materials not inherent in the quality required or permitted for a period required by the contract documents beginning from the date of Substantial Completion. The Subcontractors unconditionally guaranty the Work under the subcontracts to be in conformance with the Contract Documents and to be and remain free of defects in workmanship and materials for the same period from the date of Substantial Completion, unless a longer guarantee period is stipulated in the Contract Documents. By this guarantee the Contractor and Subcontractors agree, within their respective guarantee periods, to repair or replace any Work, together with any adjacent Work which may be displaced in so doing which is not in accordance with the requirements of the Contract or which is defective in its workmanship or material, all without any expense whatsoever to the University. The Contractor shall be responsible for the coordination of all such guarantee work performance or repairs.

Special guarantees that are required by the Contract Documents shall be signed by the Contractor or Subcontractor who performs the work.

Within their respective guaranty periods, the Contractor and Subcontractors further agree that within five calendar days after being notified in writing by the University of any Work not in accordance with the requirements of the Contract Documents or of any defects in the Work, it shall commence and prosecute with due diligence all Work necessary to fulfill the terms of this guarantee and to complete the Work in accordance with the requirements of the Contract with sufficient manpower and material to complete the repairs as expeditiously as possible. The Contractor, in the event of failure to so comply, does hereby authorize the University to proceed to have the Work done at the Contractor's expense, and it agrees to pay the cost thereof upon demand. The University shall be entitled to reimbursement of all costs necessarily incurred upon the Contractor's or Subcontractor's refusal to pay the above cost.

Notwithstanding the foregoing paragraph, in the event of an emergency constituting an immediate hazard to health, safety or damage of the University's employees, property, or licenses, the University may undertake at the Contractor's or Subcontractor's respective expense, without prior notice, all Work necessary to correct such hazardous conditions caused by the Work of the Contractor not being in accordance with the requirements of this Contract.

The Contractor and Subcontractor shall require a similar guarantee in all subcontracts, including the requirement that the University be reimbursed for any damage or loss to the Work or to other Work resulting from such defects.

9.00 TERMINATION

9.01 Termination by the University for Cause

9.01.1

The University may terminate the Contract if the Contractor: (a) becomes insolvent; (b) files or has filed against it any Petition in Bankruptcy or makes a general assignment for the benefit of its creditors; (c) fails to pay, when due, for materials, supplies, labor, or other items purchased or used in connection with the Work; (d) refuses or fails to prosecute the Work, or any separable part thereof, with such diligence as will ensure the completion of the Work in accordance with the Master Project Schedule; (e) in the University's opinion, fails, refuses or neglects to supply sufficient labor, material or supervision in the prosecution of the Work; (f) interferes with or disrupts, or threatens to interfere with or disrupt the operations of the University, or any other Contractor, supplier, subcontractor, or other person working on the Project, whether by reason of any labor dispute, picketing, boycotting or by any other reason; or (g) commits any other breach of the Contract Documents.

When any of the above reasons exist, the University may, without prejudice to any other rights or remedies of the University and after giving the Contractor and the Contractor's surety, if any, three days written notice and a reasonable opportunity to cure, terminate employment of the Contractor and may, subject to any prior rights of the surety: (1) take possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor; (2) accept assignment of subcontracts; and (3) finish the Work by whatever reasonable method the University may deem expedient.

9.01.2

If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Design Professional's services and expenses made necessary thereby, the remaining balance shall be paid to the Contractor. If such costs exceed the unpaid balance, the Contractor shall pay the difference to the University. The amount to be paid to the Contractor or University, as the case may be, shall be certified by the Design Professional, upon application, and this obligation for payment shall survive termination of the Contract. The Contractor shall not be paid on account of loss of anticipated profits or revenue or other economic loss or consequential damages arising out of or resulting from such termination. However, the University shall be entitled to retain whatever amount is remaining unpaid to the Contractor in order to correct the cause for termination; such action is in addition to any other right or remedy which the University may have.

9.02 Suspension by the University for Convenience

9.02.1

The University may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as the University may determine.

9.02.2

An adjustment shall be made for increases in the Contract Sum and/or Time of Completion of the Contract, including profit on the increased cost of performance, caused by suspension, delay or interruption. No adjustment shall be made to the extent: (1) that performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Contractor is responsible; or (2) that an equitable

adjustment is made or denied under another provision of this Contract. The Contractor shall not be paid on account of loss of anticipated profits or revenue or other economic loss or consequential damages arising out of or resulting from such termination.

Adjustments made in the cost of performance may have a mutually agreed fixed or percentage fee.

9.03 Termination By The University For Convenience

9.03.1

The University, with or without cause, may terminate all or any portion of the services by the Contractor under this Agreement, upon giving the Contractor 30 days written notice of such termination. In the event of termination, the Contractor shall deliver to the University all reports, estimates, schedules, subcontracts, Contract assignments, purchase order assignments, and other documents and data prepared by it, or for it, pursuant to this Agreement.

9.03.2

Unless the termination is for cause, the Contractor shall be entitled to receive only the payments provided for in Article 8, pro-rated to the date of termination (including payment for the period of the 30 day notice) plus reimbursement for approved and actual costs and expenses incurred by the Contractor to the date of termination. Prior to payment, the Contractor shall furnish the University with a release of all claims against the University. The Contractor shall not be paid on account of loss of anticipated profits or revenue or other economic loss or consequential damages arising out of or resulting from such termination.

9.04 Termination By The Contractor

9.04.1

The Contractor may terminate the Contract if the Work is stopped for a period of 60 days through no act or fault of the Contractor or a subcontractor, sub-subcontractor or their agents or employees or any other persons performing portions of the Work under Contract with the Contractor, for any of the following reasons: (1) issuance of an order of a court or other public authority having jurisdiction; (2) an act of government, such as a declaration of national emergency, making material unavailable; (3) because the Design Professional has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification, or because the University has not made payment on a Certificate for Payment within forty-five (45) days of the time stated in the Contract Documents; (4) if repeated suspensions, delays or interruptions by the University constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

If one of the above reasons exists, the Contractor may, upon fourteen (14) additional days' written notice to the University and Design Professional, terminate the Contract and recover from the University payment for Work executed and for proven loss with respect to materials, equipment, tools, and construction equipment and machinery, including reasonable overhead and profit.

9.04.2

If the Work is stopped for a period of 60 days through no act or fault of the Contractor or a subcontractor or their agents or employees or any other persons performing portions of the Work under Contract with the Contractor due to University actions or inaction, the Contractor may, upon fourteen additional days' written notice to the University and the Design Professional, terminate the Contract and recover from the University as provided in Subparagraph 9.03.2

10.00 MISCELLANEOUS

10.01

These Contract Documents supersede all previous agreements between the University and the Contractor concerning this Work.

10.02

No action or failure to act by the University shall constitute a waiver of a right afforded it under these General Conditions, nor shall such action or failure to act constitute approval or acquiescence of a breach of these General Conditions, except as may be specifically agreed in writing.

10.03

The invalidity or unenforceability of any provision of these General Conditions shall not affect the validity or enforceability of any other provision.

-End of General Conditions for Construction-

-End of General Conditions for Construction-

SUPPLEMENTARY GENERAL CONDITIONS
OF
CONSTRUCTION

Facilities Planning & Management - Design & Construction Services
Wayne State University

Complete Documents can be downloaded at
http://www.forms.procurement.wayne.edu/RFPs/Supplementary_General_Conditions_General_Contractor_1-3-2017.docx

SUPPLEMENTARY GENERAL CONDITIONS OF CONSTRUCTION (REVISED 7-2018)

Where any article of the General Conditions of the Contract for Construction is supplemented in these Supplementary General Conditions, the original article shall remain in full force and effect and all supplementary provisions shall be considered as added thereto. Where any such article is modified, superseded or deleted here, provisions of such article not so specifically modified, superseded or deleted shall remain in full force and effect.

4.00 RESPONSIBILITIES OF THE PARTIES

Add the following to 4.02.3

.1 Temporary Facilities

.a The Contractor shall be responsible for arranging and providing general services and temporary facilities as specified herein and as required for the Design Professional, the University, all Subcontractors, Separate Contractors and Contractor's staff for the proper and expeditious prosecution of the Work, including, but not limited to, temporary offices and toilets; temporary storage; temporary electrical lighting and power; temporary voice and data communications, temporary water; temporary enclosures; temporary heating and ventilation; temporary openings; material hoists; temporary ladders, ramps and runways; temporary fire protection, protective coverings; temporary fire protection, protective coverings; and construction sign(s). The Contractor shall, at its own expense but included within the Cost of the Work, make all temporary connections to utilities and services in locations acceptable to the University, Design Professional and local authorities having jurisdiction thereof; furnish all necessary labor and materials, and make all installations in a manner subject to the acceptance of such authorities and the Design Professional; maintain such connections; remove the temporary installation and connections when no longer required; and restore the services and sources of supply to proper operating conditions.

.b The Contractor shall make all arrangements with the University and/or the local electrical utility company for temporary electrical service to the Site, shall provide all equipment necessary for temporary power and lighting, and shall pay all charges for this equipment and installation thereof. The electrical service shall be of adequate capacity for all construction tools and equipment without overloading the temporary facilities and shall be made available to all trades. The Contractor shall furnish, install and maintain a temporary lighting system to satisfy minimum requirements of safety and security.

.c Temporary weathertight enclosures and temporary heating shall be provided by the Contractor as required pursuant to the Construction Schedule or Master Project Schedule to complete the Work on or before the Completion Date, to make the building weathertight and suitable working conditions for the construction operations of all trades. Under no circumstances shall the temperature be allowed to reach a level which will cause damage to any portion of the Work which may be subject to damage by low temperatures. Unless otherwise indicated in the Construction Documents, the Contractor shall pay for all fuel, maintenance and attendance required in connection with the portable unit heaters without additional cost or expense to University. Any surface, interior or exterior, damaged by the use of these space heaters shall be replaced by new materials or be refinished to the satisfaction of the Design Professional and University without additional cost to the University.

.d All temporary equipment and conduits for same shall be in accordance with the applicable provisions of the governing codes. All temporary wiring and power conduits shall be maintained in a safe manner and utilized so as not to constitute a hazard to persons or property. All temporary equipment, wiring and conduits shall be completely removed after they are no longer necessary and prior to completion. At the conclusion of use or at the conclusion of the project, any materials or products purchased for the temporary facilities and temporary utilities and paid for, either

directly or indirectly, by the University shall become the property of the University and shall, at the option of the University, be delivered to the University's designated location.

.e Where temporary facilities and associated utilities, and for utilities used in performance of this Agreement can be reasonably provided from existing University services, the University shall bear the cost of such utility consumption. However, for conditions that require the Contractor to use electrical generators or equipment fueled by an independent fuel source, the Contractor shall bear all such costs.

Add the following to 4.02.12

.1 Safety and Protection

.a Contractor shall provide fences, pedestrian walks, barriers, etc. to ensure safety of the general public and Contractor's personnel or as directed by University.

.b Contractor will provide perimeter protection at wall and floor openings, elevator shafts, stairwells, and floor perimeters in accordance with MIOSHA requirements.

.c Combustible rubbish shall be removed daily and shall not be disposed of by burning on site. The entire premises and area adjoining and around the operation shall be kept in a safe and sanitary condition and free of accumulation of trash, rubbish, nuts, bolts, small tools, and other equipment not in use. Contractor is responsible to provide trash containers and fund the removal/disposal of construction debris and general trash.

.d Contractor will regularly ensure that 1) excess material/trash are removed from work sites; 2) passageways (e.g., sidewalks, hallways) are cleared of obstructions; 3) equipment is shut down and secured; and 4) lighted barricades are erected where necessary.

.e All existing means of egress, including stairways, egress doors, panic hardware, aisles, corridors, passageways, and similar means of egress shall, at all times, be maintained in a safe condition and shall be available for immediate use and free of all obstructions.

.f The space under the temporary trailer shall not be used for the storage or placement therein of flammable gases, liquids, or gas and liquid fuel powered equipment. This area shall be kept free of accumulations of any rubbish or trash.

.g In temporary trailers, all exit doors shall be open for egress whenever the unit is occupied. Draw bolts, hooks and other similar locking devices shall be prohibited on all egress doors.

.h On site storage of combustible or flammable liquids shall be limited to one day supply. Indoor storage of propane containers is prohibited.

.i Prior to working in confined spaces on campus, the Contractor must have its written Confined Spaces Program and Permit System reviewed by the University and the documents must meet minimum acceptable standards under the current MIOSHA regulation(s). The Contractor must provide its own atmospheric testing, personal protection, ventilating and rescue equipment as required. The Contractor should seek information from University on any known hazards of the confined spaces to be entered. All manholes and utility tunnels are considered confined spaces.

.j Compressed gas cylinders belonging to Contractor must be properly segregated and secured (with chains or similarly reliable restraining devices) to wall or floor mounted support systems, cylinder storage racks etc., when not in transit. Protective caps must be in place during transit or when not in use.

.k Contractor must follow all of OSHA's lockout/tagout requirements of 29 CFR 1910.147, provide its own lockout/tagout supplies, and be able to demonstrate that its employees have received formal instruction in "lock-tag-try" procedures. Copies of Contractor's written Lockout/Tagout Program shall be made available to the University upon request.

.l Contractor may not use any University sinks, drains or catch basins for the washing of any equipment, tools or supplies, or the disposal of any liquids, (excluding consumable products and hand-soap/water) without the express permission of University. This restriction applies to all sinks (including water fountains) in laboratories, offices and maintenance areas. Additionally, no polluting or hazardous liquids (such as motor oils, cleaners, solvents, paints, diesel fuels, antifreeze, etc.) may be drained onto roads, parking lots, ditches, wetlands, dirt piles or other soil, or into storm or sanitary sewers.

.m Contractor transporting hazardous materials (e.g. reclaimed materials, chemicals, fuels, oils, concrete) to and from campus must follow all applicable Department of Transportation [State or Federal] regulations. This includes proper shipping papers, placarding, material segregation and weight limits.

.n Contractor is also responsible for the proper collection, labeling, transporting, manifesting and disposal of polluting or hazardous wastes such as solvents, paints, oil or antifreeze (and rags contaminated with any of these materials) which are the result of Contractor's activities, as required by State and Federal laws and regulations. Copies of all manifests should remain available for University review upon request. Under no circumstances may hazardous wastes be disposed of in University-owned dumpsters, waste containers, drains or sewers, or drained onto roads, parking lots, ditches, wetlands, dirt piles or other soil.

.o Neither the University nor the Design Professional is responsible for conducting safety inspections or observations, but may make recommendations concerning safety to the Contractor.

.p Fire Protection

(1) All reasonable precautions shall be taken against fire throughout all the Contractor's and Trade Contractors' operations. Flammable material shall be kept at an absolute minimum. Any such materials shall be properly handled and stored.

(2) Construction practices, including cutting, welding and grinding, and protection during construction shall be in accordance with the applicable published standards. During such operations the Contractor shall provide a fire watch person. The University requires a "Hot Work" permit for such activities. The Contractor shall provide a sufficient number of approved portable fire extinguishers, distributed about the Project and in cold weather, non-freeze type portable fire extinguishers shall be used.

(3) Gasoline and other flammable liquids shall be stored in and dispensed from Underwriter's Laboratories listed safety containers in conformance with the National Board of Fire Underwriters recommendations and applicable State laws. Storage, however, shall not be within or immediately adjacent to the building. Storage shall be in a lockable, non-combustible, suitably rated cabinet or structure no less than 25 feet distant from any University building.

(4) The Contractor shall schedule the Work so that the permanent standpipe system shall be installed and made operable at the earliest possible date.

4) All tarpaulins that may be used for any purpose during construction of the Work shall be made of material which is water and weather resistant and fire retardant treated. All tarpaulins shall be Underwriters' Laboratories labeled with flame spread rating of fifteen (15) or less and shall be approved by the University's Representative prior to use.

Add the following to 4.02.13

Hazard Communication: University requires the Contractor to be in full compliance with all applicable Federal and State of Michigan regulations regarding Material Safety Data Sheets ("MSDS"). Upon request, copies of these MSDS must also be provided to the University no less than two weeks prior to the onset of activities. Failure to submit MSDS may result in suspension of Work activities until the MSDS are obtained. If Contractor is to work with hazardous products, it shall notify and update the Project Manager of a) proposed work schedules, b) what to expect in terms of noises/odors, and c) how to access MSDS. The Contractor must also be able to demonstrate that its employees have received "Haz Com" (i.e. Michigan Right-to-Know), and thereby possess a broad understanding of MSDS language. Contractor-owned chemical containers must be labeled with the product name and hazards.

Hazardous Materials: In addition to complying with the Michigan Right-to-Know Law, the Contractor must use and store hazardous materials in accordance with all local, state and federal regulations. Special attention must be paid to the segregation of incompatible materials and the handling/storage of flammable and/or volatile materials. At the end of each work day, hazardous materials must be properly secured, stored in MIOSHA approved containers, and placed in locations authorized by the University or removed from University's property.

Add the following to 4.02.21

.1 Excavation Policy

The policy prescribed herein shall be adhered to for all earth excavation, manual or power, on the University campus that penetrates the surface of the soil by a depth of 6 inches or greater.

.a Non-emergency Situation

- (1) In non-emergency situations (i.e., scheduled maintenance or construction) the Contractor shall contact the University a minimum of seven days in advance of the scheduled excavation.
- (2) The Contractor shall contact Miss Dig, as defined by Public Act 174 of 2013, being MCL 460.721 – MCL 460.733, at least three full business days prior to the scheduled excavation, to ascertain and stake the actual location for all utilities within 50 feet of the limits of the proposed excavation. Actual staking shall be performed not more than three (3) days prior to the excavation.
- (3) Excavation shall commence only with the approval of the University Representative after a complete examination of the site utility drawings and a field observation of the staked site.

.b Emergency Situation

1. In an emergency situation (i.e., loss of services on campus or to a building), the Contractor shall immediately contact the University Representative, examine the site utility drawings to determine the potential interferences, and contact Miss Dig and private stakers, if appropriate, to ascertain and stake the actual location of all utilities within 50 feet of the limits of the proposed excavation. The Contractor shall also immediately contact the local natural gas supplier in addition to Miss Dig, upon a natural gas line failure.
2. Contact the University's Police Department at the emergency number: (313) 577-2222.
3. Excavation shall recommence only with the approval of the University's Representative who will grant approval only after a complete examination of the site utility drawings and a field observation of the staked site and clearance from the utility and University Police Department.

.c Pumping and Draining

The Contractor shall provide and maintain a temporary drainage system and pumping equipment as required to keep all excavation areas within the Site free from water from any source. As the Work progresses, all water shall be removed from basement areas, tunnels, pits, trenches and similar areas as required for proper performance of the Work and to prevent damage to any part of the construction utility. Permanent sump pumps shall not be used for this purpose; however, the Contractor may install temporary pumps in the sump pits until the permanent pumps are installed, providing that it cleans sump pits and drain lines satisfactorily after temporary use. The Contractor shall provide and maintain all pumping and draining equipment as required for the installation of all underground piping and utility conduit systems. Pumping and draining shall be performed in a manner to avoid endangering concrete footings or any adjacent construction or property. Such methods shall be subject to the review of the Design Professional.

.d Post-Excavation

- (1) Provide appropriate pipe protection (wraps, and/or cathodic protection) as originally installed.
- (2) Provide backfill material and compaction in 12-inch lifts to a minimum 95% Maximum Dry Density or higher as required by the Specifications.
- (3) Backfill material shall be as specified; or engineered fill free of all deleterious materials and rubbish of any type. Reuse of excavated material, unless otherwise specifically noted on the drawings, is unacceptable.
- (4) Provide plastic tape trace 24" (12" for shallow trenches) above all utilities indicating utility type by Miss Dig color code and name defined as follows:

<u>Utility</u>	<u>Color</u>	<u>Lettering</u>
Electric	Red	Elect
Oil/Natural Gas	Yellow	Gas
Telephone & Fiber Optic	Orange	Tele
Cable TV	Brown	TV
Water	Blue	Water
Steam	Yellow	Steam
Sewer	Green	Sewer

- (5) Return grade to pre-excavation condition.

Add the following to 4.05.1

The insurance furnished by the Contractor under this Article 4.05.1 shall provide coverage not less than the following:

**.1 Workers' Compensation with Employers' Liability & Alternate Employers Endorsement:
(a) Statutory Limits & Employer's Liability \$1,000,000**

.2 Commercial General Liability

- (a) \$1,000,000 per occurrence and \$2,000,000 aggregate
- (b) University added as additionally insured on

.3 Contractors' Pollution Liability:

- (a) \$1,000,000 per claim

.4 Professional Liability:

- (a) \$2,000,000 per claim and \$4,000,000 aggregate

.5 Auto Liability with Pollution & Legal Liability

- (a) \$1,000,000
- (b) University added as additionally insured on

- .6 Excess Liability (Umbrella):
 - (a) \$2,000,000

- .7 Builder's Risk Insurance in the amount equal to the Contract Sum.

Any deductible or self-insured reserve shall not be refunded to the Contractor from project contingency or other project funds.

Add the following to 4.12

Elevator shafts, electrical closets, pipe and duct shafts, chases, furred spaces and similar spaces which are generally unfinished, shall be cleaned by the Contractor and left free from rubbish, loose plaster, mortar drippings, extraneous construction materials, dirt and dust before preliminary inspection of the Work.

All areas of the Project in which painting and finishing work is to be performed shall be cleaned throughout just prior to the start of this work, and these areas shall be maintained in satisfactory condition for painting and finishing. This cleaning shall include the removal of trash and rubbish from these areas; broom cleaning of floors; the removal of any plaster, mortar, dust and other extraneous materials from all finished surfaces, including but not limited to, all exposed structural steel, miscellaneous metal, woodwork, plaster, masonry, concrete, mechanical and electrical equipment, piping, duct work, conduit, and also all surfaces visible after all permanent fixtures, induction unit covers, convactor covers, covers for finned tube radiation, grilles, registers, and other such fixtures or devices are in place.

In addition to all cleaning specified above and the more specific cleaning which may be required, the Project shall be prepared for occupancy by a thorough final cleaning throughout including washing or cleaning of all surfaces on which dirt or dust has collected. Glass and curtain wall shall be washed and cleaned on both sides by a window cleaning subcontractor specializing in such work. Contractor shall, at University's request, delay such washing of exterior surfaces to such time as requested by University. Recleaning will not be required after the Work has been inspected and accepted unless later operations of the Contractor, in the opinion of the University, make re-cleaning of certain portions necessary.

5.00 INTERPRETATION OF AND ADHERENCE TO CONTRACT REQUIREMENTS

Add the following to 5.04.1

.1 Contractor Requirements

- .a Signature: Each item submitted shall be thoroughly reviewed by the Contractor and have a stamp or note describing the Contractor's action, signed by the person authorized by the Contractor to do the checking with that person's name clearly printed.
- .b Contractor Responsibility: Contractor shall review each submittal for completeness, conformance to the Contract Documents and coordination with other parts of the Work and the Construction Schedule. By providing and submitting to the Design Professional shop drawings, product data, warranties and samples, the Contractor is representing that he or his Subcontractor, has determined and verified (a) the availability of all materials, and (b) field measurements and field construction criteria related thereto, and (c) that he has checked and coordinated the information contained within such submittals with the requirements of the Work, the Contract Documents and

the Construction Schedule and that such shop drawings, samples, warranties and data conform to the Contract Documents.

- .c Limited Acceptance by University and Design Professional: Acceptance is for general design only. Quantities, size, field dimensions and locations are some of the required characteristics which are not part of the acceptance and will not be checked. Accordingly, the limited acceptance shall in no way relieve the Contractor from his obligation to conform his work to required characteristics and to the requirements of the Contract Documents.
- .d Delays: The Design Professional may return incomplete submittals with no action taken. The Contractor shall have no claim for any damages or for an extension of time due to delay in the Work resulting from the rejection of materials or from the rejection, correction, and resubmittal of Shop Drawings, samples and other data, or from the untimely submission thereof.

.2 Approvals

The Design Professional's approval shall not indicate approval of dimensions, quantities or fabrication processes unless specific notations are made by the Design Professional regarding same. The Design Professional will check one of the following notations on the Shop Drawing and Sample Review Stamp:

- .a "REVIEWED-NO EXCEPTIONS NOTED", indicating final action by the Design Professional. When reviewing resubmitted shop drawings the Design Professional assumes that there are no revisions from the previous submittal, except as provided by 5.04.1 and his review of resubmittals is only for the corrections requested with the approval of the balance of the shop drawing being based on the original submission. Where the Contractor directs specific action to revisions, as provided by 5.04.1 the approval includes these also.
- .b "REVIEWED WITH CORRECTIONS NOTED", indicating final action by the Design Professional with the same conditions as "REVIEWED-NO EXCEPTIONS NOTED". Unless he takes exception to the corrections noted, the Contractor may begin that portion of the Work for which the shop drawing was required.
- .c "REVISE AND SEND RECORD COPY", requiring that the Design Professional be sent a copy of the revised shop drawing in accordance with the noted corrections, at the same time it is issued for the Work.
- .d "NOT APPROVED-RESUBMIT", indicating that the Contractor shall not begin that portion of the Work until the reason indicated for disapproval has been corrected and the revised shop drawing submitted, reviewed and approved by the Design Professional.
- .e "NO ACTION REQUIRED", indicating that Contract Documents do not require the Design Professional to review or take any action with this submittal.
- .f Where more than one action has been checked, each shall apply to that portion of the shop drawing for which the action is indicated.

8.00 PAYMENT AND COMPLETION

Add the following to 8.01

8.01.1 Monthly Payment Applications

At a meeting mutually agreed upon between the University's Representative and the Contractor, but no less than monthly, the Contractor shall distribute, in triplicate, draft copies of the proposed Payment Application for review and comment. The review, comment and mutual concurrence will be

an agenda item at that meeting. The Contractor will prepare the formal Application for submission from the comments made on the Draft and will present the formal application as provided for herein, including all required back-up materials, such as waivers of claim, release of claim on bond, sworn statement, documentation for stored materials, certified payroll reports and other documents required by the University Representative.

8.01.2 Offsite Materials

If an Application for Payment is made for materials not installed in the Work, but suitably stored off-site at a location acceptable to the University's Representative, such application shall be accompanied by legally acceptable paid invoices or conditional bills of sale and copies of delivery tickets, signed by the Contractor, indicating the Contractor verified that the materials shown on the delivery tickets are at the location accepted by the University and are adequately insured. Failure of the Contractor to furnish paid invoices, conditional bills of sale and proof of insurance shall be cause for withholding such amounts from payment until such paid invoices or bills of sale have been received by the University. The University reserves the right to examine the stored items prior to payment.

Add the following to subparagraph 8.03

The following submittals shall be bound in three (3) sets, plus one electronic file of all materials:

.1 Project Closeout Documents

- .a The Contractor shall submit to the Design Professional, a written guarantee, which shall be in accordance with Section 8.04 and such additional guarantees, in writing, as are required by the Specifications.
- .b The Contractor shall submit complete instruction for the care and maintenance of all finish materials under the contract, including, but not limited to floor finishes and coverings, wainscot and wall finishes, acoustical treatment, metal finishes, painted surfaces, flooring, hardware, and finishes on mechanical and electrical equipment. Instructions shall contain the manufacturer's or supplier's recommendations with respect to cleaning agents, preservative treatment and such other instructions as may be beneficial to the maintenance, usage, appearance and durability of the product. The recommendations shall further contain cautions on the use of certain cleaners and coatings which may be detrimental to the product.
- .c The Contractor shall prepare and submit operating and maintenance instructions, coordination drawings, and shop drawings for all mechanical and electrical equipment, and other special items, as called for in the specifications.
- .d All of the above described documents shall be checked by Contractor for conformance with the specifications and shall be submitted in uniform size, bound and indexed for cross-reference.
- .e The Contractor shall also submit "As-Built" drawings as specified in Section 4.11.
- .f Copies of all "Attic Stock" transmittals signed by appropriate University personnel accepting the attic stock material.

.2 Project Closeout Training

- a. The University and the Contractor will coordinate, schedule and present formal training for University personnel for all equipment, systems, devices, and building features.
- b. Training shall be scripted to include all important aspects of the equipment and its installation and maintenance. Trainers shall be suitably prepared and experienced in the features of the

equipment and the equipment's installation within the project.

- c. The Contractor, all product vendors, subcontractors, suppliers and materialmen shall consent to and participate in the recording of the training as determined by the University and the Contractor.
- d. The University may supplement training with outside providers to meet the training requirements of the project should a vendor, subcontractor, or supplier fail to provide the required training. The University shall be reimbursed by the Contractor for any such costs for supplemental training.

DRAWINGS

The Technical Specifications dated **July 1, 2020** and the following List of Drawings represent the scope of work as defined in the Contract Documents from Article 4.

DRAWINGS

Drawing No.:	Description
---------------------	--------------------

GENERAL REQUIREMENTS

GENERAL

A. CONTRACTOR'S RESPONSIBILITY

It is not the responsibility of the Architect/Engineer or Owner's Representative to notify the Contractor or subcontractors when to commence, to cease, or to resume work; nor in any way to superintend so as to relieve the Contractor of responsibility or of any consequences of neglect or carelessness by him or his subordinates. All material and labor shall be furnished at times best suited for all Contractors and subcontractors concerned, so that the combined work of all shall be properly and fully completed on the date fixed by the Contract.

The Contractor shall be responsible for all items contained in both the specifications and on the drawings for all trades. He shall be responsible for the proper division of labor according to current labor union agreements regardless of the division of responsibility implied in the contract documents.

B. CODES AND STANDARDS

Reference to standard specifications for workmanship, apparatus, equipment and materials shall conform to the requirements of latest specifications of the organization referenced, i.e., American Society for Testing Materials (ASTM), Underwriters Laboratories, Inc. (UL), American National Standards Institute, Inc. (ANSI), and others so listed in the Technical Specifications.

C. PERMITS, FEES AND NOTICES

See General Conditions, Article 4.02.18

D. MEASUREMENTS

Before proceeding with each Work Item, Contractor shall locate, mark and measure any quantity or each item and report quantities to Engineer. If measured quantities exceed Engineer's estimate, Contractor shall obtain written authorization to proceed from Owner before executing Work required for that Work Item.

Measurement of quantities for individual Work Items will be performed by Contractor and reviewed by Engineer. Coordinate measurements with inspection as required in Section "Coordination."

Cost of Work included in Work Item for quantities as indicated in Contract Documents shall be included in Base Bid.

1. Additions to or deductions from lump sum price for quantities of each Work Item added to or deducted from Work respectively shall be at unit prices indicated in Bid Form and shall constitute payment or deductions in full for all material, equipment, labor, supervision and incidentals necessary to complete Work.

E. CONTRACTOR'S MEASUREMENTS

Before ordering material, preparing Shop Drawings, or doing any work, each Contractor shall verify, at the building, all dimensions which may affect his work. He assumes full responsibility for the accuracy of his figures. No allowance for additional compensation will be considered for minor discrepancies between dimensions on the drawings and actual field dimensions.

F. CONTINUITY OF SERVICE

Continuity of all existing services in the building shall be maintained throughout the construction period. Where it is necessary to tie into the existing electrical service, water or waste systems, it shall be done as directed by the Architect/Engineer. This Contract shall also provide temporary lines or bypasses that may be required to maintain continuous service in the building. All utility shutdowns must be approved by the Owners Representative / Project Manager, not less than **7 business days** prior to the event, so that proper notification can be posted.

G. SUBMITTALS

All submittals (except Shop Drawings) and samples required by the Specifications shall be submitted in triplicate unless otherwise specified for a particular item under an individual Specification Section.

Each sample shall be clearly identified on a tag attached, showing the name of the Project Consultant, the project number and title, the names of the Contractor, manufacturer (and supplier if same is not the manufacturer), the brand name or number identification, pattern, color, or finish designation and the location in the work.

Each submittal shall be covered by a transmittal letter, properly identified with the project title and number and a brief description of the item being submitted.

Contractor shall be responsible for all costs of packing, shipping and incidental expenses connected with delivery of the samples to the Project Consultant or other designated address.

If the initial sample is not approved, prepare and submit additional sets until approval is obtained.

Materials supplied or installed which do not conform to the appearance, quality, profile, texture or other determinant of the approval samples will be rejected, and shall be replaced with satisfactory materials at the Contractor's expense.

H. GENERAL/STANDARD ELECTRONIC EQUIPMENT AND INFRASTRUCTURE REQUIREMENTS

1. Compliance with WSU Standards for Communications Infrastructure

- A. All applicable work, products, materials and methods shall comply with the latest version of the "WSU Standards for Communications Infrastructure" except as where noted.
- B. This document is available at the following website/URL: **<https://computing.wayne.edu/docs/wsu-communications-standards.pdf>**

2. Automation System Program Code

- A. All automation system uncompiled and compiled program codes, source codes, custom modules, graphical user interface screen shots and any other automation system programming data and material (Program Code) shall be provided to the UNIVERSITY in hard copy and on CD Rom in an unencrypted format acceptable to the UNIVERSITY.
- B. Copyright for the Program Code shall be assigned to the UNIVERSITY for the purpose of system maintenance.

PROTECTION OF OCCUPANCY

A. FIRE PRECAUTIONS

Take necessary actions to eliminate possible fire hazards and to prevent damage to construction work, building materials, equipment, temporary field offices, storage sheds, and other property.

During the construction, provide the type and quantity of fire extinguishers and fire hose to meet safety and fire prevention practices by National Fire Protection Association (NFPA) Codes and Standards (available at <http://www.nfpa.org/>)

In the event that construction includes "hot work", the contractor shall provide the Owner's Representative with a copy of their hot work policy, procedures, or permit program. No hot work activity (temporary maintenance, renovation, or construction by operation of a gas or electrically powered equipment which produces flames, sparks or heat that is sufficient to start a fire or ignite combustible materials) shall be performed until such documents are provided. During such operations, all highly combustible or flammable materials shall be removed from the immediate working area, and if removal is impossible, same shall be protected with flame retardant shield.

Not more than one-half day's supply of flammable liquids such as gasoline, spray paint and paint solvent shall be brought into the building at any one time. Flammable liquids having a flash point of 100 degrees F. or below which must be brought into the building shall be confined in an Underwriters Laboratories (UL) labeled safety cans. The bulk supply of flammables shall be stored at least 75 feet from the building and other combustible materials. Spigots on drums containing flammable liquids are prohibited on the project site. Drums shall be equipped with approved vented pumps, and be grounded and bonded.

Only a reasonable working supply of combustible building materials shall be located inside the building.

All oil-soaked rags, papers, and other similar combustible materials shall be removed from the building at the close of each day's work, or more often if necessary, and placed in metal containers, with self-closing lids.

Materials and equipment stored in cardboard cartons, wood crates or other combustible containers shall be stored in an orderly manner and accessibly located, fire-fighting equipment of approved types shall be placed in the immediate vicinity of any materials or equipment stored in this type of crate or carton.

No gasoline, benzene, or like flammable materials shall be poured into sewers, manholes, or traps.

All rubbish shall be removed from the site and legally disposed of. Burning of rubbish, waste materials or trash on the site shall not be permitted.

The contractor shall be responsible for the conduct of employees relative to smoking and all smoking shall be in the area designated by the Architect/Engineer.

B. GENERAL SAFETY AND BUILDING PRECAUTIONS

Provide and maintain in good repair barricades, railings, etc., as required by law for the protection of the Public. All exposed material shall be smoothly dressed.

At dangerous points throughout the work environment provide and maintain colored lights or flags in addition to above guardrails.

Isolate Owner's occupied areas from areas where demolition and alteration work will be done, with temporary, dustproof, weatherproof, and fireproof enclosures as conditions may require and as directed by the Architect/Engineer.

Cover and protect furniture, equipment and fixtures to remain from soiling, dust, dirt, or damage when demolition work is performed in rooms or areas from which such items have not been removed.

Protect openings made in the existing roofs, floors, and other construction with weatherproof coverings, barricades, and temporary fire rated partitions to prevent accidents.

Repair any damage done to existing work caused by the construction and removal of temporary partitions, coverings, and barricades.

The Contractor will be held responsible for all breakage or other damage to glass up to the time the work is completed.

Provide protection for existing buildings, interior and exterior, finishes, walls, drives, landscaping, lawns (see below), etc. All damages shall be restored to match existing conditions to the satisfaction of the Architect/Engineer.

The Contractor and Owner will define the anticipated area of lawn damage at the project Pre-Construction Meeting. Whether the lawn is sparse or fully developed, any lawn damaged due to the Contractor's work will be replaced with sod by the University. The University's unit cost of \$10.00 per square yard and landscaping at a rate of 1.5 times the cost of the sod repairs, the full cost of which will be assessed against the Contractor. At the completion of the project, a deductive Change Order reflecting this cost will be issued.

The Contractor is to include an allowance in his bid for this corrective work.

C. INTERFERENCE WITH OWNER'S OPERATIONS

The Owner will be utilizing the Building Facilities to carry on his normal business operation during construction. The Contractor shall schedule performance of the work necessary to complete the project in such a way as to interfere as little as possible with the operation during construction. The Contractor shall schedule performance of the work necessary to complete the project in such a way as to interfere as little as possible with the operation of the Owner.

Work which will interfere with the Owner's occupancy, including interruptions to the Owner's mechanical and electrical services, and essentially noisy operations (such as jackhammering) shall be scheduled in advance. The schedule of

alterations shall be approved by the Architect/Engineer and the work shall be done in accordance with the approved schedule.

It is understood that the work is to be carried through to completion with the utmost speed consistent with good workmanship and to meet the construction schedule.

The Contractor shall begin work under the Contract without delay upon receipt of the fully-executed contract and shall substantially complete the project ready for unobstructed occupancy and use of the Owner for the purposes intended within the completion time stated in the contract.

The Contractor shall, immediately upon award of contract, schedule his work and expedite deliveries of materials and performance of subcontractors to maintain the necessary pace to meet the construction schedule.

CONTRACTOR'S REPRESENTATION AND COORDINATION

A. FIELD SUPERINTENDENT

Contractor shall assign a full time project manager/superintendent for the duration of the project. This person shall be experienced and qualified in all phases of the work and shall be present at the site during Contractor's working hours. The project manager shall have Contractor's full authority to represent Contractor in all routine operations including payment, changes to the work, and scheduling. Contractor shall not re-assign this individual without prior written permission of the Owner.

B. MEETINGS

When directed by the Architect/Engineer, meetings shall be held for the purpose of coordinating and expediting the work. The invited contractors or subcontractors will be required to have qualified representatives at these meetings, empowered to act in their behalf.

C. COORDINATION

The Contractor shall also provide a staff adequate to coordinate and expedite the work properly and shall at all times maintain competent supervision of its own work and that of its subcontractors to insure compliance with contract requirements.

The Contractor shall be solely responsible for all construction means, methods, techniques, sequences, and procedures and for coordinating all portions of the work under the Contractor.

D. CONSTRUCTION SCHEDULE

The Construction Schedule shall be prepared after the award of contract. Soon after, a pre-construction meeting is held with the Owner and the Architect/Engineer to determine the areas to which the Contractor will be allowed access at any one time.

The Contractor is alerted to the fact that areas in which he will be working will be occupied by students and employees of the University as well as the general public. The Contractor's access, to and from the project site, will be confined to limited areas so as not to unduly disrupt the normal activities of the University.

TEMPORARY FACILITIES

A. GENERAL

The following temporary facilities descriptions represent standard conditions. Verify accuracy with Architect/Engineer at time of bids.

B. CONTRACTOR'S OFFICE

Provide field offices as required. Locate temporary field offices on site where directed by Architect/Engineer.

Appearance and location of field offices shall be approved by the Architect/Engineer.

Provide for all other administrative facilities and storage off the Owner's property.

GENERAL REQUIREMENTS

C. STORAGE OF MATERIALS

All materials shall be stored in areas designated by the Architect/Engineer. All stored materials shall be arranged for the minimum disruption to occupants and to allow full access to and throughout the building. Materials stored outdoors shall be neat and orderly and covered to prevent damage or vandalism.

D. PARKING

1. GENERAL

University parking regulations will be strictly enforced.

Maintain Owner's parking areas free of dirt and debris resulting from operations under the contract.

2. STANDING AND UNLOADING/LOADING VEHICLES

All Contractors are to call Wayne State University Public Safety at 313-577-2222, and give at least 24 hours advance notice that they have vehicles that must be at the job site.

Vehicles will be permitted at the project site only as long as the vehicles are needed for loading/unloading, and must be immediately moved upon completion.

All unauthorized and/or unattended standing vehicles will be subject to ticketing and removal by University Police. Towed vehicles may be reclaimed by calling 313-577-2222, and paying any assessed charges.

3. COMPLIMENTARY PARKING

There is no complimentary parking for Contractor's employee vehicles.

4. WAYNE STATE UNIVERSITY PUBLIC/STUDENT PARKING AREAS

Public Parking, on a first-come first-served basis is available. Contact the office of the One Card System, at 313-577-9513 for information on availability of parking on a contractual basis.

E. TOILET FACILITIES

The Owner's designated existing toilet facilities may be used by workers on the project. Contractor shall maintain such facilities in a neat and sanitary condition.

F. TELEPHONE USE

No use of the Owner's telephones will be permitted.

G. ACCESS DEVICES

The Contractor shall furnish and maintain temporary hoists, ladders, railings, scaffolds, runways, and the like as required for safe, normal access to the permanent construction until the permanent facilities are complete. Each trade shall furnish such additional means of access as may be required for the progress and completion of the work. Such temporary access devices shall meet all applicable local, state, and federal codes and regulations.

H. HEAT AND VENTILATION

Provide cold weather protection and temporary heat and ventilation as required during construction to protect the work from freezing and frost damage.

Provide adequate ventilation as required to maintain reasonable interior building air conditions and temperatures, to prevent accumulation of excess moisture, and to remove construction fumes.

Tarpaulins and other materials used for temporary enclosures. Coverings and protection shall be flameproofed.

I. WATER SERVICE

Sources of water are available at the site. The Owner will pay for reasonable amounts of water used for construction purposes.

The Contractor shall provide, at the earliest possible date, temporary connections to the water supply sources and maintain adequate distribution for all construction requirements. The Contractor shall protect sources against damage.

Methods of conveying this water shall be approved by the Architect/Engineer and shall not interfere with the Owner's operations.

J. ELECTRICAL SERVICES

All charges for reasonable amounts of electrical power energy used for temporary lighting and power required for this work will be paid by the Owner.

The Contractor shall provide and maintain any temporary electrical lighting and power required for this work. At the completion of the work, all such temporary electrical facilities shall be removed and disposed of by the Contractor.

Temporary lighting and power shall comply with the regulations and requirements of the National Electrical Code

INSPECTIONS AND TESTS

The Architect/Engineer shall at all times have access to the work wherever it is in preparation or in progress and the Contractor shall provide proper facilities for such access and for observation.

No failure of the Architect/Engineer, during the progress of the work, to discover or reject materials or work not in accordance with the Contract Specifications and Drawings shall be deemed an acceptance thereof nor a waiver of defects therein. Likewise, no acceptance or waiver shall be inferred or implied due to payments made to contractor or by partial or entire occupancy of the work, or installation of materials that are not strictly in accordance with the Contract Specifications and Drawings.

Where tests are specifically called for in the Specifications, the Owner shall pay all costs of such tests and engineering services unless otherwise stated in the contract.

Where tests are not specifically called for in the Specifications, but are required by the Architect/Engineer or Consultant, the Owner shall pay all costs of such tests and engineering services unless the tests reveal that the workmanship or materials used by the Contractor are not in conformity with the Drawings, Specifications, and/or approved shop drawings. In such event, the Contractor shall pay for the tests, shall remove all work and materials so failing to conform and replace with work and materials that are in full conformity.

CLEAN-UP

The Contractor shall at all times keep the Owner's premises and the adjoining premises, driveways and streets clean of rubbish caused by the Contractor's operations and at the completion of the work shall remove all the rubbish, all of his tools, equipment, temporary work and surplus materials, from and about the premises, and shall leave the work clean and ready for use. If the contractor does not attend to such cleaning immediately upon request, the Architect/Engineer may cause such cleaning to be done by others and charge the cost of same to the Contractor.

The Contractor will be responsible for all damage from fire that originates in, or is propagated by, accumulations of rubbish or debris.

All rubbish and debris shall be disposed of off the Owner's property in an approved sanitary landfill site. No open burning of debris or rubbish will be permitted. Job site shall be left neat and clean at the completion of each day's operation.

PROJECT CLOSE-OUT

A. RECORD DRAWINGS

At beginning of job, provide one copy of Working Drawings, and record changes, between Working Drawings and "As Built", including changes made by Addenda, Change Orders, Shop Drawings, etc. These shall be kept up to date. Update

to indicate make of all mechanical and electrical equipment and fixtures installed. Keep these Record Prints in good condition and available for inspection by the Architect/Engineer.

Upon completion of the job, turn over to the Architect/Engineer Record Prints of Working Drawings showing all job changes.

B. OPERATING AND MAINTENANCE DATA

Prepare and furnish to the Architect/Engineer three (3) bound copies of "Operating and Maintenance Manual" on all equipment installed under this Contract.

Manual shall include copies of all Manufacturers' "Operating and Service Instructions", including Parts List, Control Diagrams, Description of Control Systems, Operating, Electrical Wiring, and any other information needed to understand, operate and maintain the equipment. The names and addresses of all subcontractors shall be included. These instructions shall be custom-prepared for this job -- catalog cuts will **not** be accepted. Equipment shall be cross-referenced to Section of Specifications and to location shown and scheduled on drawings.

Include Test-Adjust-Balance Report in the Manual.

C. FINAL INSPECTION

Secure final inspections from the State of Michigan as soon as the work is completed and immediately submit such Certificates to the Architect/Engineer.

D. GUARANTEES (See Sections 00510 and 01781)

Guarantees on material and labor from the General Contractor and his subcontractors shall be as required in Sections 00510 and 01781.

E. SWORN STATEMENT AND WAIVER OF LIENS

Prior to final payment, the General Contractor shall provide a Contractor's Sworn Statement and Full Unconditional Waivers of Liens from all subcontractors for material and labor and from all suppliers who provide materials exceeding \$10,000. Sworn Statements and signed waivers from all Subcontractors must accompany Pay Applications or they will be returned for such documentation prior to approval.

ASBESTOS HAZARD

The contractor shall not start any work in any area that has not been inspected for asbestos by the Owner's Industrial Hygiene Department, or a qualified representative of the Owner and approval is given for work to be done. If asbestos is found, safety measures as recommended by the Owner's Industrial Hygiene Department, or a qualified representative of the Owner, shall be completed, or approval given for work to be done before work is started. The contractor shall not perform any asbestos removal or containment work under the contract.

KEYS

The Owner shall provide the contractor keys on loan to have access to the various spaces in order to complete the contract. Contractor will sign for and be responsible for each key on loan, returnable to Owner upon completion of the contract. In case of any lost keys, the Owner will back-charge the contract \$250.00 for each core change. In the event that a Contractor wants access to a secured area, he shall give the Owner a minimum 48-hour notice.

SUMMARY OF WORK

SUMMARY OF WORK

PROJECT: Prentis Basement Heating Piping

WSU PROJECT NO.: 022-336740

PROJECT MANAGER: Omar Alhyari

1. EXAMINATION

The Contractor shall visit the site and become familiar with conditions under which he will be working. Also meet with the project manager and review site access, storage areas, etc.

2. Description of Work – Project includes **provide and replace existing heating pipes loops per drawings and specs.**

3. The building is located at

Wayne State University
5201 Cass Ave.
Detroit, Michigan 48202

Wayne State University

**Prentis Building Computer Lab Relocation
Basement Hydronic Heating Piping Replacement
WSU Project Number 022-313456**

**Project Manual
Fishbeck Project No. 180746**

BID SET

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23 21 13	Hydronic Piping

END OF TABLE OF CONTENTS

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SECTION 01 25 13 – PRODUCT SUBSTITUTION PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. General provisions of the Contract, including Owner's Division 00, General and Supplementary Conditions, and Division 01 Specification Sections, apply to this Section.
- B. Division 01 provisions of the Construction Specification, and the Construction Drawings, apply to this Section.

1.2 SUMMARY

- A. This Section includes the administration of substitutions and Product options.

1.3 SUBMITTALS

- A. List of all products proposed for installation:
 - 1. Submit 5 copies within 30 days after the Effective Date of Agreement unless otherwise indicated elsewhere in the Contract Documents.
 - 2. Tabulate the list by each Specification Section.

1.4 CONTRACTOR'S OPTIONS

- A. Products specified only by reference standards or by description:
 - 1. Select any Product meeting the standards or description by any Supplier unless otherwise required elsewhere in the Contract Documents.
 - 2. Submit for Owner's review:
 - a. Name and address of Supplier.
 - b. Trade name.
 - c. Model or catalog designation.
 - d. Manufacturer's data including:
 - 1) Performance and test data
 - 2) Compliance with reference standards.
- B. Products specified by naming one or more suppliers without an "or equal" clause:
 - 1. Use specified Product of one of the Suppliers named.
 - 2. No substitutions.
- C. Products specified by naming one or more suppliers with an "or equal" clause:
 - 1. Indicates the option of selecting equivalent Products by stating "or equal" after the specified Suppliers.
 - 2. Owner may waive some or all of the requirements specified for substitutions if, at Owner's sole discretion, the proposed equivalent Product is considered an "or equal".
 - 3. If, at Owner's sole discretion, the proposed equivalent Product does not qualify as an "or equal", it will be considered as a proposed substitute and a substitution request submittal will be required.

1.5 SUBSTITUTIONS

- A. Substitutions after the effective date of agreement:
 - 1. Within 30 days after the Effective Date of Agreement.
 - 2. Owner will consider formal requests for substitution of Products in place of those specified unless otherwise prohibited elsewhere in the Contract Documents.
- B. Substitution Request Submittals: Submit 5 copies of the request for substitution including the following:
 - 1. Complete data substantiating compliance of the proposed substitution with the Contract Documents.
 - 2. For Products:
 - a. Names and addresses of Manufacturer and Supplier.

- b. Product identification.
 - c. Manufacturer's literature, including:
 - 1) Product description.
 - 2) Performance and test data
 - 3) Reference standards.
 - d. Samples.
 - e. Name and address of similar projects on which the Product was used and date of installation.
 - 3. For Construction Methods:
 - a. Detailed description of the proposed method.
 - b. Drawings illustrating methods.
 - 4. Itemized comparison of proposed substitution with Product or method specified.
 - 5. Data relating to changes in the construction schedule.
 - 6. Accurate cost data on the substitution and comparison with the Product or method specified.
 - 7. Changes to the Work which would be caused by the substitution.
- C. Contractor's Responsibilities: In making a request for a substitution, Contractor represents:
- 1. Contractor has personally investigated the proposed Product or method and determined that it is equal or superior in all respects to that which is specified.
 - 2. Contractor will provide the same guarantee for the substitution as for the Product or method specified.
 - 3. Contractor will coordinate installation of the accepted substitution into the Work making such changes as may be required for the Work to be completed in all respects.
 - 4. Contractor waives all claims for additional cost related to the substitution which consequently become apparent.
 - 5. Cost data is complete and includes all related costs under Contractor's contract, but excludes costs under separate contracts and Owner's redesign costs.
- D. Substitutions Not Considered: Substitutions will not be considered if:
- 1. They are indicated or implied on Shop Drawings or Product data submittals without formal request submitted in accordance with this Section.
 - 2. Acceptance will require substantial revision of the Contract Documents.

PART 2 - PRODUCTS

Not used.

PART 3 - EXECUTION

Not used.

END OF SECTION 01 25 13

SECTION 01 26 13 – REQUESTS FOR INFORMATION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes procedures for Contractor to give notice of conflicts, errors, ambiguities, or discrepancies in the Contract Documents.

1.3 DEFINITIONS

- A. Abbreviation: Request for Information (RFI).

1.4 REQUESTS FOR INFORMATION

- A. Format:
 - 1. Use the enclosed RFI form or, at Contractor's option, generate form.
 - 2. Minimum required content of Contractor's RFI form:
 - a. Project name.
 - b. Name and address of Contractor.
 - c. RFI number.
 - d. RFI date.
 - e. Name of initiator.
 - f. Complete written request, with sketches as required.
 - g. Signature of initiator.
 - h. Space for written response by Owner, with signature and date of Owner's representative.
- B. Procedures:
 - 1. Maintain a log of RFIs, including the RFI date and the date of the response.
 - 2. Allow at least 10 full working days for Owner's response following receipt of RFI.
 - 3. Submit written justification for shorter response time.
 - 4. Do not submit RFIs for information already included in the Contract Documents.
 - 5. Illegitimate RFIs may be cause for deductions in the Contract amount. See the Supplementary Conditions.
 - 6. RFIs submitted directly by subcontractors or vendors will be rejected.
 - 7. Changes in Contract Price or Contract Times not permitted within an RFI form.

PART 2 - PRODUCTS

Not Used.

PART 3 - EXECUTION

3.1 SCHEDULES

- A. Attached is the following form suggested for use on this project:
 - 1. Request for Information.

REQUEST FOR INFORMATION
PAGE 1 OF 1

CONTRACT FOR:	PROJECT NO.:
OWNER:	
CONTRACTOR:	
THE CONTRACTOR SHALL COMPLY WITH THE PROCEDURES IN DIVISION 01 SECTION "REQUESTS FOR INFORMATION."	

RFI No.: _____

FTCH Project Manager: _____

REQUEST		
RFI From:	Signature:	Date:

RESPONSE		
Response From:	Signature:	Date:

END OF SECTION 01 26 13

SECTION 01 31 13 – PROJECT COORDINATION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. General provisions of the Contract, including Owner's Division 00, General and Supplementary Conditions, and Division 01 Specification Sections, apply to this Section.
- B. Division 01 provisions of the Construction Specification, and the Construction Drawings, apply to this Section.

1.2 SUMMARY

- A. This Section includes provisions for coordination of the Work.

1.3 GENERAL COORDINATION

- A. Coordinate scheduling, submittals and work of the various Sections of the Specifications to:
 - 1. Ensure efficient and orderly sequence of installation of interdependent construction elements.
 - 2. Provide for items to be installed later.
- B. Interrelated Operating Equipment:
 - 1. Verify that characteristics of elements are compatible.
 - 2. Coordinate work of various sections having interdependent responsibilities for:
 - a. Installation.
 - b. Connection.
 - c. Placing in service.
- C. Shutdown of Existing Systems: Complete the WSU Building Notification Form regarding all impacts to the building and forward for approval 7 calendar days in advance of any shutdown of, or impact to, existing building systems.
- D. In finished areas, except as otherwise indicated:
 - 1. Conceal pipes, ducts and wiring in the construction.
 - 2. Coordinate locations of fixtures and outlets with finish elements.

1.4 ACCEPTANCE OF CONDITIONS

- A. Inspection:
 - 1. Prior to performing any work under a section:
 - a. Carefully inspect the installed work.
 - b. Verify that all such work is complete to the point where the work under that Section may properly commence.
 - c. Starting of work indicates acceptance of the condition of components to which the work will be applied.
 - 2. Verify that all materials, equipment and Products to be installed under a Section may be installed in strict accordance with the original design and reviewed Shop Drawings.
- B. Discrepancies:
 - 1. Resolve all discrepancies and conflicts between the trades.
 - 2. Do not proceed with installation in areas of discrepancy until all such discrepancies have been fully resolved.

1.5 SLEEVES AND INSERTS

- A. Function: For pipes, conduits and similar items in forms, walls, partitions and floors.

- B. Trades: Furnish required sleeves and inserts.
- C. Place sleeve and inserts in ample time so as to not delay work.
- D. Except as approved by Owner, do not place sleeves vertically through:
 - 1. Beams.
 - 2. Girders.
 - 3. Similar construction.
- E. Maintain in proper position during subsequent work.

PART 2 - PRODUCTS

Not used.

PART 3 - EXECUTION

Not used.

END OF SECTION 01 31 13

SECTION 01 31 19 – PROJECT MEETINGS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. General provisions of the Contract, including Owner's Division 00, General and Supplementary Conditions, and Division 01 Specification Sections, apply to this Section.
- B. Division 01 provisions of the Construction Specification, and the Construction Drawings, apply to this Section.

1.2 SUMMARY

- A. This Section includes scheduling and administering of preconstruction and progress meetings.
- B. Scheduling and Administration of Meetings:
 - 1. Responsibility:
 - a. Preconstruction Meeting: Owner.
 - b. Progress Meetings: Contractor.
 - 2. Procedures:
 - a. Prepare agenda.
 - b. Distribute written notice and agendas of meetings 4 days in advance of the meeting date.
 - c. Make physical arrangements for the meetings.
 - d. Preside at meetings.
 - e. Record minutes and include significant proceedings and decisions.
 - f. Distribute copies of the minutes within 4 days after meetings to:
 - 1) Participants.
 - 2) Others affected by proceedings.

1.3 PRECONSTRUCTION MEETING

- A. Schedule: Preconstruction meeting will be scheduled by Owner:
 - 1. Before starting the Work at the Site.
- B. Attendance: Representatives of the following parties are to be in attendance at the meeting:
 - 1. Owner.
 - 2. Contractor.

1.4 PROGRESS MEETINGS

- A. Types of Progress Meetings:
 - 1. Regular.
 - 2. Called.
- B. Schedule meetings as follows unless otherwise approved by Owner:
 - 1. Regular: Weekly.
 - 2. Called: As the progress of the Work dictates.
- C. Location: Hold meetings at Site or as indicated in the notice.
- D. Attendance: Representatives of the following parties are to be in attendance at the meeting:
 - 1. Contractor.
 - 2. Owner's representative as appropriate.

- E. Minimum Agenda: The minimum agenda for progress meetings shall consist of the following:
1. Review and approve minutes of previous meetings.
 2. Review safety procedures and protocols.
 3. Review progress of the Work since the previous meeting.
 4. Note field observations, problems and decisions.
 5. Identify problems which impede planned progress.
 6. Develop corrective measures and procedures to regain approved schedule.
 7. Revise construction schedule as indicated.
 8. Review submittal schedules; expedite as required to maintain schedule.
 9. Maintenance of quality and work standards.
 10. Review changes proposed by Owner for their effect on the construction schedule and completion date.
 11. Identify all claims and potential claims.
 12. Pending changes and substitutions.
 13. Complete other current business.

PART 2 - PRODUCTS

Not used.

PART 3 - EXECUTION

Not used.

END OF SECTION 01 31 19

SECTION 01 32 16 – CONSTRUCTION PROGRESS SCHEDULE

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes the preparation, furnishing, distribution and periodic revision of construction progress schedules.

PART 2 - PRODUCTS

2.1 FORM OF SCHEDULE

- A. Preparation:
 - 1. Prepare in the form of a horizontal bar chart, CPM network, or other form as approved by the Owner prior to submission.
 - 2. Provide a separate horizontal bar column or path for each trade or operation.
 - 3. Prepare the schedule in the chronological order of the beginning of each item of work.
 - 4. Identify each column or path by:
 - a. Major Specification Section number.
 - b. Distinct graphic delineation.
 - 5. Use a horizontal time scale and identify the first work day of each week.
 - 6. Allow space for updating.
- B. Size: The schedule sheets shall be 11 inches x 17 inches unless otherwise approved by the Owner.

2.2 CONTENT OF SCHEDULES

- A. Construction Sequence:
 - 1. Provide a complete sequence of construction by activity Milestones.
 - 2. For Shop Drawings, project data and Samples indicate the following:
 - a. Submittal dates.
 - b. Dates review copies will be required.
 - 3. Show decision dates for selection of finishes.
 - 4. Show Product procurement and delivery dates.
 - 5. Show dates for beginning and completion of each element of construction.
- B. Percentage Completion: Show the projected percentage of completion for each item of work as of the first day of each month.
- C. Subschedules:
 - 1. Provide separate subschedules showing submittals, review times, procurement schedules and delivery days.
 - 2. Provide subschedules to define critical portions of the entire schedule.

PART 3 - EXECUTION

3.1 SUBMITTAL

- A. Preliminary Schedule:
 - 1. Submit the preliminary schedule within 10 days after the date of the Owner's signature on the Agreement Supplement.
 - 2. If required, resubmit within 7 days after receipt of a returned review copy.

- B. Periodic Adjustment: Monthly, submit a revised schedule accurately depicting adjustments and progress to the first day of each month.
- C. Number of Copies: Submit the number of copies required by the Contractor, plus 4 copies to be retained by the Owner.

3.2 DISTRIBUTION

- A. Reviewed Schedules: Distribute copies of the reviewed schedules to:
 - 1. Job site file.
 - 2. Subcontractors.
 - 3. Other concerned parties.
- B. Instructions to Recipients: Instruct recipients to report inability to comply with the schedule, and provide detailed explanations with suggested remedies.

3.3 ADJUSTMENT OF PROGRESS SCHEDULE

- A. Changes: Show changes occurring since previous submission of the schedule.
- B. Progress: Indicate progress of each activity and show completion dates.
- C. Other Items:
 - 1. Include major changes in scope.
 - 2. Include activities modified since previous updating.
 - 3. Include revised projections due to changes.
 - 4. Include other identifiable changes.
- D. Narrative Report:
 - 1. Provide a narrative report including:
 - a. A discussion of problem areas including current and anticipated delay factors and their impact.
 - b. Direct action taken, or proposed, and its effect.
 - c. A description of revisions including:
 - 1) Their effect on the schedule due to change of scope.
 - 2) Revisions in duration of activities.
 - 3) Other changes that may affect the schedule.
 - d. The status of completion of Milestones.

END OF SECTION 01 32 16

SECTION 01 33 00 – SUBMITTAL PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. General provisions of the Contract, including Owner's Division 00, General and Supplementary Conditions, and Division 01 Specification Sections, apply to this Section.
- B. Division 01 provisions of the Construction Specification, and the Construction Drawings, apply to this Section.

1.2 SUMMARY

- A. This Section includes procedures for the submittal of Shop Drawings, Product Data, Operation and Maintenance Manuals, and other information.
- B. Related Sections include pertinent Sections of these Specifications for the individual Submittals required.

1.3 DEFINITIONS

- A. Submittal: Information sent by Contractor to convey information about systems, equipment, materials, products, and administrative matters for the Work.
- B. Resubmittal: Submittal sent for review a second or further time.
- C. Product Data: Illustrations, standard schedules, diagrams, performance charts, instructions, brochures, or manufacturer's literature that describe the physical size, appearance, and other characteristics of materials or equipment for a portion of the Work.
- D. Shop Drawings: Drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work.
- E. Action Submittals: Submittals that require Owner's response.
- F. Informational Submittals: Submittals that do not require Owner's response.
- G. Delegated-Design: In certain individual Specification Sections, design services or certifications by a design professional that are specifically delegated to the Contractor. Performance and design criteria are defined in the individual Specification Sections or on the Drawings. Contractor is solely responsible for design of those items or systems, and achieving specified performance.
- H. Portable Document Format (PDF): An open standard file format licensed by Adobe Systems used for representing documents in a device-independent and display resolution-independent fixed-layout document format.

1.4 SUBMITTAL PROCEDURES

- A. Submittal Schedule:
 - 1. Prepare and submit a Submittal schedule that identifies the following for each Submittal:
 - a. Submittal number
 - b. Submittal description
 - c. Projected date Submittal will be submitted; based on when material is required on the job and in support of the project completion date.

2. Submittal Numbers:
 - a. Use the applicable Specification Section number followed by a decimal point and then a sequential number (e.g., 06 10 00.1). Where a Submittal is required via a Drawing (instead of a Specification Section), use the applicable Drawing Number followed by a decimal point and then a sequential number (e.g., M501.1.1).
 - b. Resubmittals shall include a letter suffix after another decimal point (e.g., 06 10 00.1.A).
 - c. Submittals that are not numbered correctly may be rejected.
- B. Delivery Method:
 1. Submittals may be delivered as paper copies or electronic files at Contractor's option.
 2. Advise A/E of delivery method to be used at the preconstruction meeting.
 3. Where Submittals include information that is intended to be printed on sheets larger than 11 inches x 17 inches, or where scale or drawing size are critical for proper review, submit 3 paper copies for review.
 4. Paper Copies:
 - a. Unless indicated otherwise, submit 3 copies of each Submittal.
 - b. One copy of each Action Submittal will be returned to Contractor.
 - c. Extra copies submitted by Contractor will be discarded.
 5. Electronic Files:
 - a. Unless indicated otherwise, submit 1 copy of each Submittal in PDF format.
 - b. Scanned Submittals shall be produced in such a way as to not compromise the graphic quality or accuracy of scale, where applicable; and text shall be searchable.
 - c. One copy of each Action Submittal will be returned to Contractor.
 - d. Submittals may be transmitted via electronic mail (e-mail) or on a CD or DVD. Submittals that are transmitted electronically may be returned electronically at the Owner's discretion.
 6. Transmit Submittals to party and address identified by Owner at preconstruction meeting.
- C. Coordination and Timing: Coordinate preparation and processing of Submittals with performance of construction activities. Contractor is responsible for cost of delays caused by lack of coordination or tardiness of Submittals. Incomplete Submittals will be rejected.
 1. Coordinate each Submittal with fabrication, purchasing, testing, delivery, other Submittals, and related activities that require sequential activity.
 2. Coordinate transmittal of different types of Submittals for related parts of the Work so processing will not be delayed because of need to review Submittals concurrently for coordination.
 - a. Owner reserves the right to withhold action on a Submittal requiring coordination with other Submittals until related Submittals are received.
- D. Processing Time: Allow 10 full working days for Owner to review each Submittal, including Resubmittals. Time for review shall commence on Owner's receipt of Submittal. No extension of the Contract Time will be authorized because of failure to transmit Submittals enough in advance of the Work to permit processing, including Resubmittals. Owner will advise Contractor when a Submittal being processed must be delayed for coordination.
- E. Identification: Place a permanent label on each Submittal or generate a separate cover sheet.
 1. Indicate name of firm or entity that prepared Submittal.
 2. Provide space to record Contractor's review and approval markings and action taken by Owner.
 3. Include the following information:
 - a. Project name.
 - b. Date.
 - c. Name and address of Owner.
 - d. Name and address of Contractor.
 - e. Name and address of Subcontractor(s).
 - f. Name and address of Supplier(s).
 - g. Name of Manufacturer.
 - h. Submittal number, including revision identifier.
 - i. Drawing number and detail references, as applicable.
 - j. Location(s) where product is to be installed, as applicable.
 - k. Other necessary identification.

- F. Deviations: Encircle or otherwise specifically identify deviations from the Contract Documents on Submittals. Submittals that include deviations that are not identified may be rejected. Owner may or may not consider deviations. Deviations are not substitutions. Refer to Division 01 Section "Product Substitution Procedures" for procedures regarding requests for substitutions.
- G. Transmittal: Package each Submittal individually and appropriately for transmittal and handling. Transmit each Submittal using a transmittal form. Owner will reject Submittal(s) received from sources other than Contractor.
- H. Resubmittals: Make Resubmittals in same form and number of copies as initial Submittal.
 - 1. Note date and content of previous Submittal.
 - 2. Clearly identify additions and revisions.
 - 3. Resubmit Submittals until they are marked, "Reviewed, No Exceptions Noted" or "Reviewed With Corrections Noted."
- I. Distribution: Furnish copies of Submittals with mark indicating, "Reviewed, No Exceptions Noted" or "Reviewed With Corrections Noted," to manufacturers, subcontractors, suppliers, fabricators, installers, authorities having jurisdiction, and others as necessary for performance of construction activities.
- J. Use for Construction: Unless otherwise indicated by Owner, use only Submittals with mark indicating, "Reviewed, No Exceptions Noted" or "Reviewed With Corrections Noted."

1.5 CONTRACTOR'S USE OF ARCHITECT'S ELECTRONIC DRAWING FILES

- A. At Contractor's written request, copies of Architect's electronic Drawing files of the floor plans may be provided to Contractor for Contractor's use in connection with Project, including Submittal preparation. Electronic files may be furnished by Architect for the convenience of the Contractor. Conclusions or information obtained or derived from such electronic files will be at the Contractor's sole risk. Materials furnished by Architect that may be relied upon are limited to printed Contract Documents.
- B. When Contractor uses Architect's electronic Drawing files to facilitate Submittal preparation, prepare Submittals to be project specific. Submittals that are not project specific, including Architect's Drawing files submitted on a new title block, will be rejected.

PART 2 - PRODUCTS

2.1 ACTION SUBMITTALS

- A. General: Prepare and submit project specific Action Submittals required by individual Specification Sections. Do not use highlighting that would not be reproducible.
- B. Product Data: Collect information into a single Submittal for each element of construction and type of product or equipment.
 - 1. If information must be specially prepared for Submittal because standard printed data are not suitable for use, submit as Shop Drawings, not as Product Data.
 - 2. Mark each copy of each Submittal to indicate which products and options are applicable.
 - 3. Include the following information, as applicable:
 - a. Manufacturer's written recommendations.
 - b. Manufacturer's product specifications.
 - c. Manufacturer's installation instructions.
 - d. Manufacturer's catalog cuts.
 - e. Printed performance curves.
 - f. Operational range diagrams.
 - g. Mill reports.
 - h. Standard product operation and maintenance manuals.
 - i. Compliance with specified referenced standards.
 - j. Testing by recognized testing agency.
 - k. Application of testing agency labels and seals.

- I. Notation of coordination requirements.
 4. Maintain copy of returned Submittal for Project records.
- C. Operation and Maintenance Manuals:
1. General:
 - a. Where manuals are required to be submitted covering items included in the Work, prepare such manuals in durable plastic binders approximately 8-1/2 inches X 11 inches in size and with at least the following:
 - 1) Identification on, or readable through, the front cover stating general nature of the manual.
 - 2) Neatly typewritten index near the front of the manual.
 - 3) Complete instructions regarding operation and maintenance of equipment involved, including:
 - a) Equipment function, normal operating characteristics, and limiting conditions.
 - b) Assembly, installation, alignment, adjustment, and checking instructions.
 - c) Operating instructions for start-up, routine and normal operating, regulation and control, shutdown, and emergency conditions.
 - d) Maintenance instructions, including lubrication requirements where applicable.
 - e) Guide to "troubleshooting".
 - f) Parts lists and predicted life of parts subject to wear.
 - g) Project specific outline and cross sections, assembly drawings, Architecting data, and wiring diagrams. Wiring diagrams shall reflect final, as-installed conditions and include wire numbers.
 - h) Test data and performance curves.
 - 4) Complete nomenclature of all replaceable parts, their part numbers, current costs, and name and address of nearest vendor of parts.
 - 5) Copies of guarantees and warranties issued.
 - 6) Copies of the reviewed Submittals.
 - 7) Copies of data concerning changes made during construction.
 2. Extraneous Data: Where contents of the manuals include Manufacturer's catalog pages, clearly indicate the precise items included in this installation and delete all Manufacturers' data with which this installation is not concerned. Do not use highlighting that would not be reproducible.
 3. Number of Copies Required: Unless otherwise specifically directed by Owner, or stipulated in the pertinent Section of these Specifications:
 - a. For review, submit 1 paper and 1 electronic copy.
 - b. For record, deliver 4 paper copies and 1 electronic copy to Owner.
 4. Schedule delivery of record copies of operation and maintenance manuals at least 60 days prior to startup of respective equipment, unless otherwise specified.

2.2 INFORMATIONAL SUBMITTALS

- A. General: Prepare and submit Informational Submittals required by individual Specification Sections. Do not use highlighting that would not be reproducible.
- B. Certificates and Certifications: Provide a notarized statement that includes signature of entity responsible for preparing certification. Certificates and certifications shall be signed by an officer or other individual authorized to sign documents on behalf of that entity.
- C. Qualification Data: Prepare written information that demonstrates capabilities and experience of firm or person. Include lists of completed projects with project names and addresses, names and addresses of architects/Architects and owners, and other information specified.
- D. Welding Certificates: Prepare written certification that welding procedures and personnel comply with requirements in the Contract Documents. Submit record of Welding Procedure Specification (WPS) and Procedure Qualification Record (PQR) on AWS forms. Include names of firms and personnel certified.
- E. Installer Certificates: Prepare written statements on Manufacturer's letterhead certifying that Installer complies with requirements in the Contract Documents and, where required, is authorized by Manufacturer for this Project.
 1. Special attention to Low Voltage Electrical System installer.

- F. **Manufacturer Certificates:** Prepare written statements on Manufacturer's letterhead certifying that Manufacturer complies with requirements in the Contract Documents. Include evidence of manufacturing experience where required.
- G. **Product Certificates:** Prepare written statements on Manufacturer's letterhead certifying that product complies with requirements in the Contract Documents.
- H. **Material Certificates:** Prepare written statements on Manufacturer's letterhead certifying that material complies with requirements in the Contract Documents.
- I. **Material Test Reports:** Prepare reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting test results of material for compliance with requirements in the Contract Documents.
- J. **Product Test Reports:** Prepare written reports indicating current product produced by Manufacturer complies with requirements in the Contract Documents. Base reports on evaluation of tests performed by Manufacturer and witnessed by a qualified testing agency, or on comprehensive tests performed by a qualified testing agency.
- K. **Research/Evaluation Reports:** Prepare written evidence, from a model code organization acceptable to authorities having jurisdiction, that product complies with building code in effect for Project. Include the following information:
 - 1. Name of evaluation organization.
 - 2. Date of evaluation.
 - 3. Time period when report is in effect.
 - 4. Product and manufacturers' names.
 - 5. Description of product.
 - 6. Test procedures and results.
 - 7. Limitations of use.
- L. **Preconstruction Test Reports:** Prepare reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of tests performed before installation of product, for compliance with performance requirements in the Contract Documents.
- M. **Compatibility Test Reports:** Prepare reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of compatibility tests performed before installation of product. Include written recommendations for primers and substrate preparation needed for adhesion.
- N. **Field Test Reports:** Prepare reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of field tests performed either during installation of product or after product is installed in its final location, for compliance with requirements in the Contract Documents; such as, but not limited to WSU C&IT test report requirements.
- O. **Manufacturer's Instructions:** Prepare written or published information that documents Manufacturer's recommendations, guidelines, and procedures for installing or operating a product or equipment. Include name of product and name, address, and telephone number of Manufacturer. Include the following, as applicable:
 - 1. Preparation of substrates.
 - 2. Required substrate tolerances.
 - 3. Sequence of installation or erection.
 - 4. Required installation tolerances.
 - 5. Required adjustments.
 - 6. Recommendations for cleaning and protection.
- P. **Manufacturer's Field Reports:** Prepare written information documenting tests and inspections of factory-authorized service representative. Include the following, as applicable:
 - 1. Name, address, and telephone number of factory-authorized service representative making report.
 - 2. Statement of substrate condition and acceptability of substrate for installation or application of product.

3. Statement that products at Site comply with requirements.
4. Summary of installation procedures being followed, whether they comply with requirements and, if not, what corrective action was taken.
5. Results of operational and other tests and a statement of whether observed performance complies with requirements.
6. Statement whether conditions, products, and installation will affect warranty.
7. Document settings in writing.
8. Other required items indicated in individual Specification Sections.

Q. Material Safety Data Sheets (MSDSs): Submit information directly to Owner.

PART 3 - EXECUTION

3.1 CONTRACTOR'S REVIEW

- A. Review each Submittal and check for coordination with other work of the Contract and for compliance with the Contract Documents. Verify field dimensions and conditions; note corrections as necessary. Mark with approval stamp before submitting to Owner.
 1. Approval Stamp: Stamp each Submittal with an approval stamp. Use the same stamp format for each Submittal. Include Project name and location, Submittal number, Specification Section title and number, name of reviewer, date of Contractor's approval, and statement certifying that Submittal has been reviewed, checked, and approved for compliance with the Contract Documents.
- B. Submittals that are not approved and stamped by Contractor will be rejected.

3.2 POSTING

- A. Contractor to post reviewed submittals and shop drawings to a FTP site; and provide access to Owner, and all other project team members.

3.3 OWNER'S REVIEW

- A. Action Submittals: Owner will review Action Submittals, make marks to indicate corrections or modifications required, and return Submittal. Owner will stamp each Submittal with an action stamp and will mark stamp appropriately to indicate action taken, as follows:
 1. Reviewed, No Exceptions Noted: Submittal appears to conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.
 2. Reviewed With Corrections Noted: Upon incorporation of review comments, it appears that Submittal will conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.
 3. Revise and Resubmit: Submittal has one or more specific segments that are incomplete, do not appear to conform to the information given in the Contract Documents, or are incompatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Contractor shall resubmit information for review to demonstrate understanding of comments and portions of Work to be provided. Except as noted, Contractor shall not proceed with work related to Submittal.
 4. Rejected, Resubmit: Submittal as a whole is incomplete, does not appear to conform to the information given in the Contract Documents, or is incompatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Contractor shall resubmit information for review to demonstrate understanding of comments and portions of Work to be provided. Contractor shall not proceed with work related to Submittal.
- B. Informational Submittals: Other Submittals required by the Contract Documents are for information only. Owner will acknowledge receipt of Informational Submittals. Such Submittals include, but are not limited to:
 1. Qualifications Data.
 2. Certificates.
 3. Test Reports.

4. Manufacturer's Instructions.
5. Maintenance Data.
6. Field Reports.

C. Submittals not required by the Contract Documents will be returned without being reviewed.

D. Partial Submittals are not acceptable, will be considered non-responsive, and will be rejected.

END OF SECTION 01 33 00

SECTION 01 42 00 – REFERENCES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes provisions for references throughout the Contract Documents.

1.3 DEFINITIONS

- A. Abbreviations:
 - 1. AASHTO - American Association of State Highway and Transportation Officials, 444 North Capitol Street, N.W., Suite 249, Washington, DC 20001.
 - 2. ACI - American Concrete Institute, 38800 Country Club Dr., Farmington Hills, MI 48331.
 - 3. AISC - American Institute of Steel Construction, Inc., One East Wacker Dr., Suite 700, Chicago, IL 60601-1802.
 - 4. AITC - American Institute of Timber Construction, 7012 S. Revere Pkwy., Suite 140, Centennial, CO 80112.
 - 5. ANSI - American National Standards Institute, 25 West 43rd St., 4th Floor, New York, NY 10036.
 - 6. APA - American Plywood Association, 7011 S. 19th Street, Tacoma, WA 98466-5333.
 - 7. ASTM - American Society for Testing and Materials, 100 Barr Harbor Dr., West Conshohocken, PA 19428-2959.
 - 8. AWS - American Welding Society, Inc., 550 N.W. LeJeune Road, Miami, FL 33126.
 - 9. AWWA - American Water Works Association, 6666 West Quincy Avenue, Denver, CO 80235.
 - 10. CPA – Composite Panel Association, 19465 Deerfield Avenue, Suite 306, Leesburg, VA 20176.
 - 11. CRSI - Concrete Reinforcing Steel Institute, 933 Plum Grove Road, Schaumburg, IL 60173-4758.
 - 12. EGLE - Michigan Department of Environment, Great Lakes and Energy, 525 West Allegan Street, P.O. Box 30473, Lansing, MI 48909-7973.
 - 13. MDNR - Michigan Department of Natural Resources, 530 West Allegan Street, P.O. Box 30028, Lansing, MI 48909.
 - 14. MDOT - Michigan Department of Transportation, 425 West Ottawa Street, P.O. Box 30050, Lansing, MI 48909.
 - 15. MDCH - Michigan Department of Community Health, 201 Townsend Street, Lansing, MI 48913.
 - 16. MIOSHA - Michigan Department of Licensing and Regulatory Affairs, Michigan Occupational and Health Administration, State Secondary Complex, 7150 Harris Drive, P.O. Box 30643, Lansing, MI 48909-8143.
 - 17. NCMA - National Concrete Masonry Association, 13750 Sunrise Valley Drive, Herndon, VA 20171-4662.
 - 18. NEC - National Electrical Code (see NFPA 70).
 - 19. NEMA - National Electrical Manufacturers' Association, 1300 N. 17th Street N.W., Suite 1752, Rosslyn, VA 22209.
 - 20. NFPA - National Fire Protection Association, One Batterymarch Park, Quincy, MA 02169-7471.
 - 21. PCI - Precast Concrete Institute, 200 West Adams, Suite 2100, Chicago, IL 60606.
 - 22. SDI - Steel Deck Institute, P.O. Box 25, Fox River Grove, IL 60021.
 - 23. SJI - Steel Joist Institute, 234 West Cheves Street, Florence, SC 29501.
 - 24. UL - Underwriters' Laboratories, Inc., 333 Pfingsten Road, Northbrook, IL 60062-2096.

1.4 REFERENCES

- A. The provisions of the Contract Documents shall govern over any conflicting provisions of the referenced documents.
- B. The provisions of laws and regulations shall govern over any conflicting provisions of the referenced documents.

- C. Comply with the referenced document that is in effect as of the Bid date, except when a specific date is specified.

PART 2 - PRODUCTS

Not used.

PART 3 - EXECUTION

Not used.

END OF SECTION 01 42 00

SECTION 01 50 00 – TEMPORARY FACILITIES AND CONTROLS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. General provisions of the Contract, including Owner's Division 00, General and Supplementary Conditions, and Division 01 Specification Sections, apply to this Section.
- B. Division 01 provisions of the Construction Specification, and the Construction Drawings, apply to this Section.

1.2 SUMMARY

- A. This Section includes the following items to facilitate construction:
 - 1. Temporary Utilities: Water, electricity, and telephone.
 - 2. Contractor's field offices.
 - 3. Sanitary facilities.
 - 4. Temporary heat.
 - 5. Temporary partitions.
 - 6. Storage areas.
 - 7. Project signs.

1.3 SUBMITTALS

- A. Samples: For construction project identification sign.
 - 1. Required Sample:
 - a. 11 x 17 color proofs of sign representing actual appearance of sign producer's final product.
 - b. Created by sign producer.
 - 2. Submit and obtain review by Owner prior to printing final version of vinyl.

1.4 STORAGE AREAS

- A. Locations:
 - 1. Interior: There will be no predesignated interior storage area(s) for contractor use.
 - a. Storage needs beyond what can be accommodated within the limits of the area under construction will be considered by the Owner on an individual basis.

PART 2 - PRODUCTS

2.1 UTILITIES

- A. Temporary Utilities:
 - 1. Water: Obtain water by connection to Owner's existing water system.
 - 2. Electricity:
 - a. Obtain electrical power by connecting to Owner's existing system.
 - b. Furnish, install, remove and pay for all temporary wiring, equipment switches, panels, connections and transformers.
 - c. Furnish, install, remove, and pay for area distribution boxes so located that power and artificial lighting are located at all points where required by the Work.
 - 3. Construction Telephones: Responsibility of General Contractor.
 - 4. Construction Lighting: Responsibility of General Contractor.
 - a. Provide lighting levels meeting minimum requirements for proper performance and observation of the work.
 - b. Existing lighting fixtures to be demolished may remain in place if not prohibiting execution of work.
 - 5. Sanitary Facilities: Specific restrooms within the building will be designated for contractor use.
 - a. Condition of facilities to be maintained in clean and orderly fashion.

2.2 FIELD OFFICES

- A. Contractor's Field Office:
 - 1. No trailer will be allowed on University property.
 - 2. Contractor's office functions to be handled within limits of construction.

2.3 CONSTRUCTION HEATING

- A. Permanent Heating Equipment:
 - 1. Prior to use in areas of construction, provide adequate means to keep internal duct and acoustic liner surfaces clean and in a like-new condition.
 - 2. Filters:
 - a. Securely supported at each return and exhaust air open duct end and grille.
 - b. Support filter length at required intervals to prevent filter deformation.
 - c. Replaced at intervals required to keep internal duct and acoustic liner surfaces free of construction debris and dust.
 - 3. At substantial completion of space(s) being served in the work area, ductwork used by Contractor shall be cleaned to Owner's satisfaction.
- B. Temperatures:
 - 1. Except as otherwise called for, a minimum temperature of 50 degrees F and a maximum temperature of 75 degrees F in construction areas shall be maintained at all times.
 - a. Maintain typical temperatures in areas of general building use.
 - 2. See requirements of various other Sections of these Specifications for minimum temperature to be maintained for the application of work under the various trades.

2.4 TEMPORARY PARTITIONS

- A. Provide separation between public areas and work area, where existing door or wall is temporarily removed.
 - 1. Wall must have smoke/fire rating as required by Code and AHJ.
 - 2. Wall must not damage existing surfaces to remain.
 - 3. See Drawings for specific requirements.

2.5 STORAGE AREAS

- A. Construction materials and supplies to be kept within the confines of the work areas.

2.6 PROJECT IDENTIFICATION SIGNAGE

- A. No signage announcing names of parties involved with construction process will be allowed on University property.

PART 3 - EXECUTION

3.1 REMOVAL

- A. Maintain all temporary facilities and controls as long as needed for the safe and proper completion of the Work. Remove all such temporary facilities and controls as rapidly as progress of the Work will permit. Remove exterior sign when directed to by Owner.

END OF SECTION 01 50 00

SECTION 01 66 00 – PRODUCT STORAGE AND HANDLING REQUIREMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. General provisions of the Contract, including Owner's Division 00, General and Supplementary Conditions, and Division 01 Specification Sections, apply to this Section.
- B. Division 01 provisions of the Construction Specification, and the Construction Drawings, apply to this Section.

1.2 SUMMARY

- A. This Section includes provisions for the storage and protection of Products.

1.3 STORAGE AND PROTECTION

- A. Delivery: All contractor deliveries to be supervised, received at the loading dock, and routed coordinated in advance with the Dock manager. Large material deliveries and large items are not allowed through the main entrance.
- B. Storage:
 - 1. Maintain ample way for foot traffic at all times, except as otherwise approved by Owner.
 - 2. Repair or replace property damaged by reason of storing of material at no additional cost to Owner.
 - 3. Packaged Materials:
 - a. Delivered in original, unopened containers.
 - b. Stored until ready for use.
 - 4. Materials shall meet the requirements of these Specifications at the time that they are used in the Work.
 - 5. Store Products in accordance with Manufacturer's instructions.
- C. Protection:
 - 1. Use all means necessary to protect the:
 - a. Products of every Section before, during and after installation.
 - b. Installed work and materials of all trades.
 - 2. All materials shall be delivered, stored and handled to prevent:
 - a. The inclusion of foreign materials.
 - b. Damage by water, breakage or other causes.
- D. Replacements: In the event of damage, immediately make all repairs and replacements necessary to the approval of Owner and at no additional cost to Owner.

PART 2 - PRODUCTS

Not used.

PART 3 - EXECUTION

Not used.

END OF SECTION 01 66 00

SECTION 01 73 29 – CUTTING AND PATCHING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes provisions for cutting and patching work.
- B. Requirements:
 - 1. Cutting and patching may be described in various Sections of these Specifications
 - 2. Execute cutting or patching of work required to:
 - a. Make several parts fit properly.
 - b. Uncover work to provide for installation of ill-timed work.
 - c. Remove and replace defective work.
 - d. Remove and replace work not conforming to the requirements of the Contract Documents.
 - e. Remove Samples of the installed work as specified for testing.
 - f. Install specified work in existing construction.
- C. Protection of Work:
 - 1. Do not endanger any work by cutting or altering the work or any part of it.
 - 2. Do not cut or alter the work of another trade without written consent of Owner.

1.3 SUBMITTALS

- A. Written Notice:
 - 1. Prior to cutting which may affect the structural integrity of the Project or the work of another trade, submit written notice to Owner requesting consent to proceed with cutting.
 - 2. Required Information:
 - a. Identification of Project.
 - b. Description of all related defective work.
 - c. Necessity for cutting.
 - d. Affect on other work or on the structural integrity of the Project.
 - e. Description of the proposed work including:
 - 1) Scope of cutting and patching.
 - 2) Subcontractor and trades to execute work.
 - 3) Products proposed to be used.
 - 4) Extent of refinishing.
 - f. Alternatives to cutting and patching.
 - g. Designation of party responsible for the cost of cutting and patching.
- B. Changes of Materials or Methods:
 - 1. Should conditions of the Work, or the schedule, indicate change of materials or methods, submit a written recommendation to Owner including:
 - a. Conditions indicating the change.
 - b. Recommendations for alternative materials or methods.
 - c. Submittals as required for substitutions.
- C. Uncovered Work: Submit written notice to Owner's designating the time work will be uncovered to provide for observation.

1.4 DIVISION OF WORK

A. Work:

1. In accordance with the General Conditions, Contractor is responsible for dividing the Work among the Subcontractors and Suppliers and for delineating the work to be performed by specific trades.
2. The following are suggestions as to how the Work may be divided. This is not a complete list of all the Work:
 - a. Each trade shall be financially responsible for all cutting and patching for sleeves, penetrations and installation of isolated components as necessary for its work unless herein specifically stated to the contrary.
 - b. On renovation projects, Contractor shall cut and patch walls, floors, ceilings to allow for continuous runs of recessed utilities and ductwork.
 - c. All patching shall be done by the trade whose work is damaged.
 - d. Any cost caused by defective or ill-timed work shall be borne by the party responsible.
 - e. Each trade shall do all fitting of its own work as required to make its several components fit together or to receive the work of other contractors.
 - f. Holes cut in exterior walls or roofs for installation of mechanical or electrical equipment shall be waterproofed. If existing roofing is to remain, obtain and submit to Owner original roofing manufacturer's approval and warranty on new roof penetrations and where removing existing roof penetrations and curbs.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. All materials and workmanship shall conform to the requirements of other Sections of the Specifications. Where no materials are specified in these specifications, use materials of an equivalent type, quality, and size to match those existing in other areas of the facility. If none exist, use materials and workmanship recognized as of the highest quality in the industry. Obtain Owner's review of all such material and workmanship.

PART 3 - EXECUTION

3.1 INSPECTION

- A. Existing Conditions: Inspect existing conditions of the Work, including elements subject to movement or damage during cutting and patching or excavating and backfilling.
- B. Uncovered Work: After uncovering work, inspect conditions affecting the installation of new Products.

3.2 PREPARATION

- A. Shoring and Bracing: Provide shoring, bracing and support as required to maintain structural integrity of the Project.
- B. Protection: Protect in-place construction during cutting and patching to prevent damage. Provide protection from adverse weather conditions for portions of Project that might be exposed during cutting and patching operations.

3.3 PERFORMANCE

- A. Adjustments to Products: Execute fitting and adjustments of Products to provide finished installation.
- B. Refinishing:
 1. Prepare existing surfaces for finishes by scraping, sanding, filling, acid etching, and sand blasting to ensure bonding and a smooth finish.
 2. Refinish entire surfaces as necessary to provide an even finish.
 3. Refinish continuous surfaces to the nearest intersection.
 4. Refinish entire assemblies.

- C. Cutting and Patching, General: Employ skilled workers to perform cutting and patching. Proceed with cutting and patching at the earliest feasible time, and complete without delay.
 - 1. Cut in-place construction to provide for installation of other components or performance of other construction, and subsequently patch as required to restore surfaces to their original condition.
- D. Patching: Patch construction by filling, repairing, refinishing, closing up, and similar operations following performance of other work. Patch with durable seams that are as invisible as practicable. Provide materials and comply with installation requirements specified in other Sections, where applicable.
 - 1. Exposed Finishes: Restore exposed finishes of patched areas and extend finish restoration into retained adjoining construction in a manner that will minimize evidence of patching and refinishing.
 - a. Where patching occurs in a painted surface, prepare substrate and apply primer and intermediate paint coats appropriate for substrate over the patch, and apply final paint coat over entire unbroken surface containing the patch. Provide additional coats until patch blends with adjacent surfaces.

3.4 CLEANING

- A. Clean materials installed under this Section in accordance with Division 01 Section "Cleaning and Waste Management."

END OF SECTION 01 73 29

SECTION 01 74 00 – CLEANING AND WASTE MANAGEMENT

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specifications Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes provisions for maintaining structures in a standard of cleanliness.
- B. Related Sections: In addition to standards described in this Section, comply with requirements for cleaning as described in various other Sections of these Specifications.

1.3 QUALITY ASSURANCE

- A. Inspection:
 - 1. Daily and more often if necessary.
 - 2. Conduct inspections to verify that requirements of cleanliness are being met.

1.4 DELIVERY, STORAGE AND HANDLING

- A. Hazards Control:
 - 1. Volatile Wastes:
 - a. Store in covered metal containers.
 - b. Remove from premises daily.
 - c. Provide secondary containment for storage of hazardous materials, as required by Owner, governing authorities and agencies.
 - 2. Prevent accumulation of wastes which create hazardous conditions.
 - 3. Provide adequate ventilation during use of volatile or noxious substances.

1.5 PROJECT CONDITIONS

- A. Cleaning and Disposal:
 - 1. Conduct operations to comply with local ordinances and anti-pollution laws.
 - 2. Not Allowed:
 - a. Burning or burying of rubbish or waste materials on Site.
 - b. Disposal of volatile wastes in storm or sanitary sewers: Volatile wastes include, but are not limited to, mineral spirits, oil and paint thinner.
 - c. Disposal of wastes into streams or waterways.

PART 2 - PRODUCTS

2.1 MATERIALS AND EQUIPMENT

- A. Compatibility:
 - 1. Compatible with the surface being cleaned.
 - 2. Recommended by the Manufacturer of the material being cleaned.
 - 3. As reviewed by Owner.

PART 3 - EXECUTION

3.1 PROGRESS CLEANING

- A. General:
 - 1. Store Materials:
 - a. In an orderly arrangement allowing maximum access.
 - b. Provide for the required protection of materials.
 - 2. Do not allow accumulation of scrap, debris, waste material and other items not required for construction of the Work.
 - a. Provide adequate storage for materials awaiting removal.
 - 3. Observe requirements for fire protection and protection of the environment.
- B. Buildings and Other Structures:
 - 1. Weekly, and more often if necessary:
 - a. Inspect.
 - b. Pick up scrap, debris and waste material; remove such items to the place designated for their storage.
 - c. Sweep interior spaces clean. Clean shall be defined to be free from dust and other material capable of being removed by reasonable diligence using a hand-held broom.
 - 2. Preparation for installation of succeeding material:
 - a. Clean the building or other structure or pertinent portion thereof:
 - 1) To the degree of cleanliness recommended by the Manufacturer of the succeeding material.
 - 2) Using equipment and materials required to achieve the required cleanliness.
 - 3. After installation of finish floor material:
 - a. Clean the finish floor daily at all times while work is being performed in the space in which finish materials have been installed.
 - 1) Clean as used above shall be defined to be free from all foreign material which, in the opinion of Owner, may be injurious to the finish floor material.
 - 4. Schedule cleaning operations so that dust and other contaminants resulting from cleaning operations will not fall on wet, recently painted surfaces.

3.2 FINAL CLEANING

- A. Definitions for Clean: The level of cleanliness generally provided by commercial building maintenance subcontractors using commercial quality building maintenance equipment and materials.
- B. Prior to Completion of the Work:
 - 1. Remove from the Site all tools, surplus materials, equipment, scrap, debris and waste.
 - 2. Conduct final progress cleaning as described in Article 3.1 above.
- C. Project Areas, Adjacent Spaces, and General Building Areas:
 - 1. Interior:
 - a. Visually inspect interior surfaces.
 - b. Remove traces of soil, waste material, smudges and other foreign matter.
 - c. Remove traces of splashed materials from adjacent surfaces.
 - d. Remove paint droppings, spots, stains and dirt from finished surfaces using only the specified cleaning materials and equipment.
 - 2. Glass: Clean glass inside and outside.
 - 3. Polished Surfaces: To surfaces requiring the routine application of buffed polish, apply the specified polish as recommended by the Manufacturer of the material being polished.
- D. Timing: Schedule final cleaning as approved by Owner to enable Owner to accept a completely clean Project.

END OF SECTION 01 74 00

SECTION 01 75 00 – STARTING AND ADJUSTING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes provisions for the facility start-up and demonstration of the systems as follows:
 - 1. Equipment.
 - 2. Mechanical systems.

1.3 SUBMITTALS

- A. Preliminary Schedules:
 - 1. Submit 2 weeks prior to earliest proposed date.
 - 2. List time and date for the following for each system:
 - a. Start-up.
 - b. Demonstration to Owner's representative.
- B. Completion Reports:
 - 1. Submit within 1 week after each system demonstration.
 - 2. List time, date and persons present for the following for each system:
 - a. Start-up.
 - b. Demonstration to Owner's representative.
 - 3. Include Manufacturer's representative's report indicating:
 - a. Approval of installation.
 - b. Satisfactory start-up.
 - c. Functioning correctly.
 - 4. Indicate that demonstration and instructions were satisfactorily completed.

1.4 QUALITY CONTROL

- A. Manufacturer's Field Services:
 - 1. Provide when required by individual Section.
 - 2. Provide the following services except where indicated otherwise in individual Sections.
 - a. Inspect, check and approve system installation.
 - b. Supervise system start-up.
 - c. Provide written report indicating that system:
 - 1) Has been properly installed and lubricated.
 - 2) Is in accurate alignment.
 - 3) Is free from undue stress imposed by connecting lines or anchor bolts.
 - 4) Has been satisfactorily operated under full load conditions.
 - d. Demonstrate operation of system to the Owner's personnel.
 - e. Instruct the Owner's personnel on operation and maintenance of system.

1.5 PROJECT CONDITIONS

- A. Verify that:
 - 1. Excess packing and shipping bolts have been removed.
 - 2. Interdependent systems have been checked and are operational.

1.6 CORRECTION PERIOD

- A. Provide periodic continuing warranty services as necessary to ensure proper functioning of mechanical systems after occupancy of the Project, and for a period of 1 year after date of Substantial Completion.

PART 2 - PRODUCTS

Not used.

PART 3 - EXECUTION

3.1 STARTING OF SYSTEMS

- A. Inspection:
 - 1. Verify that Project conditions comply with requirements.
 - 2. Verify that status of Work meets requirements for starting of systems.
- B. Preparation:
 - 1. Coordinate sequence for start-up of various systems including Owner-provided equipment if any.
 - 2. Notify the Owner 7 days prior to start-up of each system.
 - 3. Have at hand during entire start-up process:
 - a. Contract Documents.
 - b. Shop Drawings.
 - c. Product Data.
 - d. Operation and Maintenance Data.
 - 4. Verify that each piece of equipment has been checked for:
 - a. Control sequence.
 - b. Other conditions which may cause damage.
 - 5. Verify control systems are fully operational in automatic mode.
 - 6. Verify that tests, meter readings and specific electrical characteristics agree with those specified by electrical equipment Manufacturer.
 - 7. Flanges:
 - a. Tighten flanges after system has been placed in operation.
 - b. Replace flange gaskets which show any sign of leakage after tightening.
 - 8. Screwed Joints:
 - a. Inspect screwed joints for leakage.
 - b. Promptly remake each joint which appears to be faulty; do not wait for rust to form.
 - c. Clean threads on both parts, apply compound and remake joints.
 - 9. Cleaning:
 - a. After system has been placed in operation, clean strainers, dirt pockets, orifices, valve seats and headers in fluid systems, to ensure being free of foreign materials.
 - b. Open steam traps and air vents; remove operating elements. Clean thoroughly, replace internal parts, and put back into operation.
 - c. Remove rust, scale and foreign materials from equipment and renew defaced surfaces.
 - 10. Pressure gages:
 - a. Inspect each pressure gage and thermometer for calibration.
 - b. Replace items which are defaced, broken or which read incorrectly.
 - 11. Repair damaged insulation.
 - 12. Leaks: Check piping for leaks at every joint and at every screwed, flanged or welded connection using "Leak-Tek" or other approved compound.
- C. Start-up:
 - 1. Execute start-up under supervision of responsible persons in accordance with Manufacturer's instructions.
 - 2. Place equipment in operation in proper sequence.

3.2 SYSTEMS DEMONSTRATION

- A. Preparation:
 - 1. Verify That System:
 - a. Has been inspected and put in service.
 - b. Is fully operational.
 - 2. Operation and Maintenance Manuals:
 - a. Completed.
 - b. Sufficient copies available for use in demonstrations and instructions.
- B. Demonstrations and Instructions:
 - 1. Demonstration Of and Instruction On Operation and Maintenance of System:
 - a. To the Owner's personnel.
 - b. Two weeks prior to Substantial Completion.
 - 2. Equipment Requiring Seasonal Operation: Demonstrate within 6 months of Substantial Completion.
 - 3. Instruction:
 - a. Operation and maintenance manual as basis.
 - b. Review contents of manual in detail.
 - c. Explain all aspects of operation and maintenance.
 - 4. Demonstrate:
 - a. Start-up.
 - b. Operation.
 - c. Control.
 - d. Adjustment.
 - e. Troubleshooting.
 - f. Servicing.
 - g. Maintenance.
 - h. Shutdown.

3.3 PERFORMANCE TEST

- A. Performance Test:
 - 1. Test the entire Work, including all of its individual systems for 2 weeks before final payment will be made.
 - 2. Make final tests in the presence of the Owner.
 - 3. If any part of the Work or equipment does not meet Specifications:
 - a. Correct the situation.
 - b. Obtain approval of the Owner before final payment is made.
 - 4. Provide the personnel and bear all costs for correcting all malfunctions.
 - 5. The Owner will provide operating personnel and utilities.

END OF SECTION 01 75 00

SECTION 01 77 00 – CLOSEOUT PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes the instructions for and the responsibilities of each party in contract closeout.

1.3 SUBSTANTIAL COMPLETION

- A. Contractor: When Contractor considers that the Work or any portion of the Work is ready for its intended use, Contractor shall submit:
 - 1. Written certification to Owner that the Work, or designated portion of the Work, is substantially complete.
 - 2. A list of major items to be completed or corrected.
- B. Owner's Inspection: Owner will make an inspection:
 - 1. Within 10 full working days after receipt of request, or on a date mutually agreed upon with all attendees.
 - 2. Together with Owner and Contractor.

1.4 FINAL INSPECTION

- A. Contractor Certification: Prior to final inspection, Contractor shall submit written certification that:
 - 1. The Contract Documents have been reviewed.
 - 2. The Project has been inspected in compliance with the Contract Documents.
 - 3. Work has been completed in accordance with the Contract Documents.
 - 4. Equipment and systems have been tested in the presence of the Owner's representative and are operational.
 - 5. The Project is complete and ready for final inspection.
- B. Owner's Inspection: The Owner will make final inspection:
 - 1. Within 10 full working days after receipt of certification.
 - 2. Together with Owner and Contractor.

1.5 CLOSEOUT SUBMITTALS

- A. Contractor:
 - 1. Provide closeout submittals as required in the Contract Documents.
 - 2. These submittals shall include, but not necessarily be limited to:
 - a. Project record documents.
 - b. Operation and maintenance manuals.
 - c. Guarantees.
 - d. Spare parts and maintenance materials.
 - e. Instruction in operation of all systems.
 - 1) Record all training per WSU standards and create DVD. Provide two copies with close-out documentation.

1.6 EVIDENCE OF PAYMENTS AND RELEASE OF LIENS

- A. Affidavits:
 - 1. Submit with final Application for Payment an affidavit of payment of debts and release of claims.
 - 2. Affidavit shall include:
 - a. Contractor's release or waiver of lien.
 - b. Consent of surety of final payment.
 - c. Separate releases or waivers of liens for Subcontractors, Suppliers and others with lien rights against property of Owner together with a list of those parties.
- B. Execution: All submittals shall be duly executed before delivery to Owner.

1.7 FINAL ADJUSTMENT OF ACCOUNTS

- A. Final Statement: Submit a final statement of accounting, which reflects all adjustments, to Owner. This statement shall contain the following:
 - 1. Original Contract Price.
 - 2. Additions and deductions.
 - 3. Total Contract Price as adjusted.
 - 4. Previous payments.
 - 5. Sum remaining due.
- B. Final Change Order: Owner may prepare a final Change Order reflecting approved adjustments to the Contract Price not previously made by Change Orders.

1.8 FINAL APPLICATION FOR PAYMENT

- A. Contractor shall submit a final Application for Payment in accordance with the requirements of the Contract Documents.
- B. Disposition of Final Application for Payment:
 - 1. If the final Application for Payment and the Work are acceptable in accordance with the Contract Documents:
 - a. Owner will, within 30 calendar days after receipt of the Application for Payment in accordance with the Contract Documents, pay to Contractor the amount recommended.
 - 2. If the Application for Payment, the Work or both are unacceptable:
 - a. Owner will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment.
 - b. Contractor shall make the necessary corrections and resubmit the Application for Payment.
 - 3. Final Completion Delayed:
 - a. Upon receipt of Contractor's final Application for Payment Owner shall make payment of the balance due for that portion of the Work fully completed and accepted if Owner confirms that final completion of the Work is significantly delayed through no fault of Contractor.
 - b. Payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claims.
 - c. Contractor shall submit with the Application for Payment written consent of surety if the remaining balance to be held by Owner for Work not fully completed or corrected is less than the retainage stipulated in the Agreement.

PART 2 - PRODUCTS

Not used.

PART 3 - EXECUTION

Not used.

END OF SECTION 01 77 00

SECTION 01 78 39 – PROJECT RECORD DOCUMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes procedures for the maintenance, recording and submittal of Project record documents.

1.3 MAINTENANCE OF DOCUMENTS

- A. Storage:
 - 1. Store documents in Contractor's field office apart from documents used for construction.
 - 2. Provide files and racks for storage of documents.
 - 3. Provide locked cabinet or secure storage space for storage of Samples.
- B. Filing: File record documents in accordance with CSI Masterformat.
- C. Maintenance:
 - 1. Maintain documents in a clean, dry, legible condition and in good order.
 - 2. Do not use record documents for construction purposes.
- D. Availability: Make documents and Samples available at all times for inspection by Owner.
 - 1. Reviewed submittals and shop drawings to be maintained on a FTP site accessible to project team members.

1.4 RECORDING

- A. Labeling: Label each document "PROJECT RECORD" in neat large printed letters.
- B. Recording:
 - 1. Record actual revisions to the Work.
 - 2. Record information concurrently with construction progress.
 - 3. Do not conceal any work until required information is recorded.
- C. Drawings:
 - 1. Legibly mark, with notes or graphic representations, to record actual construction.
 - a. Location of internal utilities and appurtenances concealed in the construction, referenced to visible and accessible features of the structure.
 - b. Field changes of dimension and detail.
 - c. Changes made by Field Order, Work Change Directive or Change Order.
 - d. Details not on original Contract Drawings.
 - 2. After Owner's review of the record drawings, transfer all marks to electronic documents provided by Architect/Engineer.
- D. Specifications and Addenda:
 - 1. Legibly mark each Section to record:
 - a. Manufacturer, trade name, catalog number, and Supplier of each Product and item of equipment actually installed.
 - b. Changes made by Field Order, Work Change Directive or Change Order.

1.5 SUBMITTAL

- A. Delivery: At Contract closeout, deliver record documents to Owner.
 - 1. Provide electronic as well as 3 hard copies.
 - 2. Provide two copies of DVDs recorded of all training per WSU standards.
- B. Transmittal Letter:
 - 1. Accompany submittal with transmittal letter in duplicate, containing:
 - a. Date.
 - b. Project title and number.
 - c. Contractor's name and address.
 - d. Title and number of each Record Document.
 - e. Signature of Contractor or their authorized representative.

PART 2 - PRODUCTS

Not used.

PART 3 - EXECUTION

Not used.

END OF SECTION 01 78 39

SECTION 07 84 13 – PENETRATION FIRESTOPPING

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Penetrations in fire-resistance-rated walls.
 - 2. Penetrations in horizontal assemblies.
 - 3. Penetrations in smoke barriers.

1.2 PREINSTALLATION MEETINGS

- A. Preinstallation Conference: Conduct conference at Project site.

1.3 ACTION SUBMITTALS

- A. Product Data: For each type of product.
- B. Product Schedule: For each penetration firestopping system. Include location, illustration of firestopping system, and design designation of qualified testing and inspecting agency.
 - 1. Engineering Judgments: Where Project conditions require modification to a qualified testing and inspecting agency's illustration for a particular penetration firestopping system, submit illustration, with modifications marked, approved by penetration firestopping system manufacturer's fire-protection engineer as an engineering judgment or equivalent fire-resistance-rated assembly. Obtain approval of authorities having jurisdiction prior to submittal.

1.4 INFORMATIONAL SUBMITTALS

- A. Product test reports.

1.5 CLOSEOUT SUBMITTALS

- A. Installer Certificates: From Installer indicating that penetration firestopping systems have been installed in compliance with requirements and manufacturer's written instructions.

1.6 QUALITY ASSURANCE

- A. Installer Qualifications: A firm that has been approved by FM Global according to FM Global 4991, "Approval of Firestop Contractors," or been evaluated by UL and found to comply with its "Qualified Firestop Contractor Program Requirements."

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

- A. Fire-Test-Response Characteristics:
 - 1. Perform penetration firestopping system tests by a qualified testing agency acceptable to authorities having jurisdiction.
 - 2. Test per testing standards referenced in "Penetration Firestopping Systems" Article. Provide rated systems complying with the following requirements:
 - a. Penetration firestopping systems shall bear classification marking of a qualified testing agency.
 - 1) UL in its "Fire Resistance Directory."
 - 2) Intertek Group in its "Directory of Listed Building Products."
 - 3) FM Global in its "Building Materials Approval Guide."

2.2 PENETRATION FIRESTOPPING SYSTEMS

- A. Penetration Firestopping Systems: Systems that resist spread of fire, passage of smoke and other gases, and maintain original fire-resistance rating of construction penetrated. Penetration firestopping systems shall be compatible with one another, with the substrates forming openings, and with penetrating items if any.
 - 1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - a. 3M Fire Protection Products.
 - b. Hilti, Inc.
 - c. Tremco, Inc.
- B. Penetrations in Fire-Resistance-Rated Walls: Penetration firestopping systems with ratings determined per ASTM E 814 or UL 1479, based on testing at a positive pressure differential of 0.01-inch wg.
 - 1. F-Rating: Not less than the fire-resistance rating of constructions penetrated.
- C. Penetrations in Horizontal Assemblies: Penetration firestopping systems with ratings determined per ASTM E 814 or UL 1479, based on testing at a positive pressure differential of 0.01-inch wg.
 - 1. F-Rating: At least one hour, but not less than the fire-resistance rating of constructions penetrated.
 - 2. T-Rating: At least one hour, but not less than the fire-resistance rating of constructions penetrated except for floor penetrations within the cavity of a wall.
 - 3. W-Rating: Provide penetration firestopping systems showing no evidence of water leakage when tested according to UL 1479.
- D. Penetrations in Smoke Barriers: Penetration firestopping systems with ratings determined per UL 1479, based on testing at a positive pressure differential of 0.30-inch wg.
 - 1. L-Rating: Not exceeding 5.0 cfm/sq. ft. of penetration opening at and no more than 50-cfm cumulative total for any 100 sq. ft. at both ambient and elevated temperatures.
- E. Exposed Penetration Firestopping Systems: Flame-spread and smoke-developed indexes of less than 25 and 450, respectively, per ASTM E 84.
- F. VOC Content: Penetration firestopping sealants and sealant primers shall comply with the following limits for VOC content:
 - 1. Sealants: 250 g/L.
 - 2. Sealant Primers for Nonporous Substrates: 250 g/L.
 - 3. Sealant Primers for Porous Substrates: 775 g/L.
- G. Accessories: Provide components for each penetration firestopping system that are needed to install fill materials and to maintain ratings required. Use only those components specified by penetration firestopping system manufacturer and approved by qualified testing and inspecting agency for conditions indicated.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Examine substrates and conditions, with Installer present, for compliance with requirements for opening configurations, penetrating items, substrates, and other conditions affecting performance of the Work.
- B. General: Install penetration firestopping systems to comply with manufacturer's written installation instructions and published drawings for products and applications.
- C. Install forming materials and other accessories of types required to support fill materials during their application and in the position needed to produce cross-sectional shapes and depths required to achieve fire ratings.
 - 1. After installing fill materials and allowing them to fully cure, remove combustible forming materials and other accessories not forming permanent components of firestopping.

- D. Install fill materials by proven techniques to produce the following results:
 - 1. Fill voids and cavities formed by openings, forming materials, accessories and penetrating items to achieve required fire-resistance ratings.
 - 2. Apply materials so they contact and adhere to substrates formed by openings and penetrating items.
 - 3. For fill materials that will remain exposed after completing the Work, finish to produce smooth, uniform surfaces that are flush with adjoining finishes.

3.2 IDENTIFICATION

- A. Wall Identification: Permanently label walls containing penetration firestopping systems with the words "FIRE AND/OR SMOKE BARRIER - PROTECT ALL OPENINGS," using lettering not less than 3 inches high and with minimum 0.375-inch strokes.
 - 1. Locate in accessible concealed floor, floor-ceiling, or attic space at 15 feet from end of wall and at intervals not exceeding 30 feet.
- B. Penetration Identification: Identify each penetration firestopping system with legible metal or plastic labels. Attach labels permanently to surfaces adjacent to and within 6 inches of penetration firestopping system edge so labels are visible to anyone seeking to remove penetrating items or firestopping systems. Use mechanical fasteners or self-adhering-type labels with adhesives capable of permanently bonding labels to surfaces on which labels are placed. Include the following information on labels:
 - 1. The words "Warning - Penetration Firestopping - Do Not Disturb. Notify Building Management of Any Damage."
 - 2. Contractor's name, address, and phone number.
 - 3. Designation of applicable testing and inspecting agency.
 - 4. Date of installation.
 - 5. Manufacturer's name.
 - 6. Installer's name.

3.3 FIELD QUALITY CONTROL

- A. Owner will engage a qualified testing agency to perform tests and inspections according to ASTM E 2174.
- B. Where deficiencies are found or penetration firestopping system is damaged or removed because of testing, repair or replace penetration firestopping system to comply with requirements.
- C. Proceed with enclosing penetration firestopping systems with other construction only after inspection reports are issued and installations comply with requirements.

END OF SECTION 07 84 13

SECTION 23 05 00 – GENERAL HVAC PROVISIONS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes specifying the general requirements for execution of that portion of the Work defined in Division 23 of these Specifications and as indicated on the Drawings:
 - 1. Major items include, but are not necessarily limited to:
 - a. Cutting and patching.
 - b. Piping, fittings and valves.
 - c. Piping and equipment insulation.
 - d. Temperature and pressure gages.
 - e. Demolition of existing mechanical work.
 - f. Labor, materials, equipment, tools, supervision and start-up services.
 - g. Mechanical systems testing, adjusting and balancing.
 - h. Mechanical systems commissioning.
 - i. Instructions to Owner regarding operation.
 - j. Incidental and related items necessary to a complete and functionally operational installation of the Work.
- B. Division of Work: In accordance with the General Conditions, Contractor is responsible for dividing the Work among the Subcontractors and Suppliers and for delineating the Work to be performed by specific trades. The following are suggestions as to how the Work may be divided. This is not a complete list of all the Work:
 - 1. General Contractor:
 - a. Refer to Division 01 Section "Cutting and Patching."
 - 2. Mechanical Subcontractor:
 - a. Refer to Division 01 Section "Cutting and Patching."
 - b. Provide miscellaneous structural steel required in connection with support of the Work of Division 23.
 - c. Perform final cleaning of mechanical systems and equipment.

1.3 REFERENCES

- A. Except as herein specified or as indicated on the Drawings, the work of Division 23 shall comply with the following:
 - 1. ANSI: A13.1 - Standard for the Identification of Piping Systems.
 - 2. ASME - American Society of Mechanical Engineers:
 - a. B31.1 - Power Piping.
 - b. B31.9 - Building Services Piping.
 - c. Boiler and Pressure Vessel Code:
 - 1) Section I.
 - 2) Section II.
 - 3) Section IV.
 - 4) Section VIII.
 - 3. ASTM: A325 - Structural Bolts, Steel, Heat Treated, 120/105 ksi Minimum Tensile Strength.
 - 4. International:
 - a. Building Code of 2015 including state amendments.
 - b. Mechanical Code of 2015 including state amendments.

1.4 DESIGN AND PERFORMANCE REQUIREMENTS

- A. Construction details, components, accessories, sizes and model numbers indicated on the Drawings or in these specifications are used to indicate minimum levels of quality and coordination requirements.
- B. Drawings:
 - 1. Are diagrammatic and indicate general arrangement of systems and work included.
 - 2. Do not necessarily indicate every required valve, fitting, trap, thermometer, gage, elbow, transition, and mounting support.
 - 3. Shall not be scaled for measurement or installation location.
 - 4. Shall not serve as Shop Drawings.
- C. Schedules and model numbers shall not be used to:
 - 1. Serve as final, definitive quantity requirements. Contractor shall make own count as indicated on Drawings.
 - 2. Determine proper type or model with arrangement, mounting and accessories applicable.

1.5 SUBMITTALS

- A. System Start-up Schedules:
 - 1. Submit 2 weeks prior to earliest proposed date.
 - 2. List time and date for the following for each system:
 - a. Start-up.
 - b. Demonstration.
- B. Completion Reports:
 - 1. Submit within 1 week after each system demonstration.
 - 2. List time, date and persons present for the following for each system:
 - a. Start-up.
 - b. Demonstration.
 - 3. Indicate that demonstration and instructions were satisfactorily completed.

1.6 PRODUCT UNLOADING AND HANDLING

- A. Unload equipment and materials required for completion of the Work.
- B. Handle and store equipment and materials carefully to prevent damage. Method of rigging and handling shall be subject to the approval of an authorized representative of the equipment Manufacturer whose equipment is being handled.

1.7 TROUBLESHOOTING

- A. By Contractor: If, during the start-up or warranty period, mechanical systems operational problems occur for which the root cause is not readily apparent, Contractor shall promptly, through a Subcontractor or other resource designated by Subcontractor, provide diagnostic and investigative services to determine the cause or causes.

1.8 MAINTENANCE

- A. Special Tools: Where special tools are required for operation, furnish these to Owner.
- B. Loose and Detachable Parts:
 - 1. Retain loose and small detachable parts of the apparatus and equipment furnished until the completion of the Work.
 - 2. Turn over these parts to Owner.

- C. Start-up Filters: Just prior to Substantial Completion, replace temporary construction filter elements with the specified filter systems.
- D. Construction Strainers:
 - 1. Remove after flushing and cleaning and prior to commencement of TAB.
 - 2. Attach removed construction strainer to piping where removed as proof of removal.

PART 2 - PRODUCTS

2.1 FABRICATIONS

- A. Miscellaneous Structural Steel:
 - 1. Structural steel work shall be done in accordance with the AISC Specification for Design, Fabrication and Erection of Structural Steel for Buildings, except that allowable stresses shall be reduced 25%.
 - 2. Where required, high strength structural steel bolting conforming to ASTM Specification A325 and assembled to AISC "Specifications for Assembly of Structural Joints. Using High Strength Steel Bolts" or welding shall be used in place of rivets.
 - 3. Connections shall be properly designed for the type of connection and the loads to be carried, and shall be subject to Owner's approval.
 - 4. Welding shall be done by operators who have been previously qualified by tests as prescribed in the American Welding Society "Standard Qualification Procedure" to perform the type of work required.
 - 5. Welding techniques shall conform to the American Welding Society "Code for Arc and Gas Welding in Building Construction", Section 4, Workmanship.
 - 6. Finished members shall be true to line and free from twist, bends and open joints.
- B. Material installed in a ceiling plenum shall be either non-combustible or have a maximum flame spread of 25 and a maximum smoke developed rating of 50.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Character of Work: Installation shall be executed in a workmanlike manner and shall present a neat mechanical appearance when completed.
- B. Laying Out of Work:
 - 1. Layout piping, equipment and components in accordance with the Contract Documents and the Manufacturer's recommended practice, including provision of adequate space for maintenance.
 - 2. Check drawings of other trades to verify spaces in which work will be installed. Maintain maximum head room and space conditions at all points. Where head room or space conditions appear inadequate, notify Owner before proceeding with installation.
 - 3. If directed by Owner, Contractor shall make reasonable modifications in the layout as required to permit proper execution of the Work and to prevent conflict with work of other trades.
 - 4. Work shall be installed so as to be ready for operation, maintenance and repair. Minor deviations from Drawings may be made to accomplish this. Changes shall not be made without approval of Owner.
 - 5. Unless indicated otherwise, install piping and ductwork concealed above ceilings or within walls.

3.2 MODIFICATIONS TO EXISTING FACILITIES

- A. Comply with the requirements of Division 02 Section "Selective Demolition," for all work related to the modification, alteration, conversion, renovation, and reuse of existing facilities.

3.3 PIPE FITTINGS

- A. Provide insulating couplings or unions where dissimilar materials are joined.
- B. Provide unions at valves and at equipment for making repairs.

3.4 PAINTING

- A. Provide labels as specified below. Comply with OSHA "Safety Color Code for Marking Physical Hazards" and ANSI A13.1 for pipe labels and colors.
- B. Valves, Fittings, and Supports:
 - 1. Paint valves and fittings the same base color as the pipe they adjoin.
 - 2. Paint floor stands the same base color as the pipe they adjoin.
 - 3. Paint wall brackets and pipe hangers the same base color as the wall or ceiling they adjoin, or gray, if wall or ceiling is not painted.

3.5 CODING AND TAGGING

- A. Piping:
 - 1. Applied to new piping after installation, insulation, and final painting.
 - 2. Conform to Owner's existing standards or conventions.
 - 3. Markings:
 - a. Painted on, 1-inch high black letters.
 - b. Color coded band, conforming to ANSI A13.1.
 - c. Directional arrow.
 - 4. Place markers at:
 - a. 20-foot centers with at least 1 in each room.
 - b. Near each valve and control device.
 - c. Near locations where pipes pass through wall or floors/ceilings, or enter non-accessible enclosures.
 - d. At access doors, manholes and similar access points which permit view of concealed piping.
 - e. Near major equipment items and other points of origination and termination
 - f. Every change in direction.
 - g. Near each branch, excluding short take-offs for fixtures and terminal units; mark each pipe at branch, where there could be question of flow pattern.
 - h. On piping above removable acoustical ceilings, except omit intermediately spaced markers.
 - 5. Plastic coated "Set Mark-Snap-Around" pipe markers manufactured by Seton Name Plate Corp., or Brady Co., may be used in lieu of painted markers and bands.
- B. Valves:
 - 1. Brass Valve Tags: Provide 19-gauge polished brass valve tags with stamp engraved piping system abbreviation in 1/4-inch high letters and sequenced valve numbers 1/2-inch high, and with 5/32-inch hole for fastener.
 - a. Provide 1-1/2-inch diameter tags, except as otherwise indicated.
 - b. Provide size and shape as specified or scheduled for each piping system.
 - 2. Valve Tag Fasteners: Provide manufacturer's standard solid brass chain (wire link or beaded type), or solid brass S-hooks of the sizes required for proper attachment of tags to valves, and manufactured specifically for that purpose.
 - 3. Provide valve tag on every main and branch valve in the HHW piping system; exclude check valves, valves within factory-fabricated equipment units, and shut-off valves at constant volume terminal units.
 - 4. Furnish schedule(s) of tagged valves with number, location (room or space utilizing WSU's official room numbering scheme), piping system abbreviation (as shown on tag) and purpose of each valve. Provide schedule typewritten and reproduced on 8-1/2-inch x 11-inch bond paper.
 - 5. Place a copy of each schedule:
 - a. In the Maintenance Instructions.
 - b. Mount on the wall in Mechanical Room at location directed by owner.
 - c. For each page of valve schedule, provide glazed display frame, with screws for removable mounting on masonry walls. Provide frames of finished hardwood or extruded aluminum, with SSB-grade sheet glass.
- C. Where valves and terminal units are located above the ceilings, a cadmium plated screw or such marking as designed by Owner shall be located in the ceiling tile directly below the device.

- D. Provide record documentation of all hydronic system air vent locations on record drawings (as-builts).

3.6 START-UP

- A. Comply with the requirements of Division 01 Section "Starting and Adjusting."

3.7 ADJUSTING

- A. Adjust and align equipment for smooth operation:
 - 1. Plumb true and with parts in proper position and alignment.
 - 2. Follow Manufacturer's instructions.
- B. The work of installation shall be executed in conformity with the best practice, so as to contribute to efficiency of operation, minimum noise or vibration, minimum maintenance, accessibility and sightlines.

3.8 FIELD QUALITY CONTROL

- A. Manufacturer's Field Services:
 - 1. Provide when required by individual Section.
 - 2. Provide the following services except where indicated otherwise in individual Sections:
 - a. Inspect, check and approve system installation.
 - b. Supervise system start-up.
 - c. Provide written report indicating that system:
 - 1) Has been properly installed.
 - 2) Is in accurate alignment.
 - 3) Is free from undue stress imposed by connecting lines or anchor bolts.
 - 4) Has been satisfactorily operated under full load conditions.
 - d. Demonstrate operation of system to Owner's personnel.
 - e. Instruct Owner's personnel on operation and maintenance of system.
- B. Performance Test:
 - 1. Test the entire Work, including all of its individual systems for 2 weeks before final payment will be made.
 - 2. Every phase of plumbing, air conditioning and heating and ventilating plant shall be operated separately, or in conjunction one with the other to demonstrate to Owner the ability of the plant to meet capacity and performance requirements while maintaining design condition, in accordance with the true intent and purpose of these Specifications.
 - 3. Make final tests in the presence of Owner.
 - 4. If a part of the Work or equipment does not meet Specifications: Correct the situation.
 - 5. Provide the personnel and bear costs for correcting malfunctions.
 - 6. Owner will provide operating personnel and utilities.
- C. Comply with the requirements of Division 01 Section "Starting and Adjusting."

3.9 CLEANING AND FINISHING

- A. Comply with the requirements of Division 01 Section "Cleaning and Waste Management."
- B. Entire installation shall be free from surface oil and grease before work will be considered for final payment.
- C. After tests have been made and the system pronounced tight:
 - 1. Clean piping and equipment.

END OF SECTION 23 05 00

SECTION 23 05 09 – COPPER PIPE AND FITTINGS FOR HVAC

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes the furnishing and installation of copper pipe and fittings.
- B. Division of Work: In accordance with the General Conditions, Contractor is responsible for dividing the Work among the Subcontractors and Suppliers and for delineating the work to be performed by specific trades. The following are suggestions as to how the Work may be divided. This is not a complete list of all the work:
 - 1. General Contractor: Coordinate work of this Section with other trades.
 - 2. Mechanical Subcontractor: All work of this Section except as listed under General Contractor.

1.3 REFERENCES

- A. Except as herein specified or as indicated on the Drawings, the work of this Section shall comply with the following:
 - 1. ASTM Specifications:
 - a. B88 - Seamless Copper Water Tube.
 - b. B280 - Seamless Copper Tube for Air Conditioning and Refrigeration Field Service.
 - 2. ANSI Publications: A13.1 - Scheme for the Identification of Piping Systems.

1.4 SUBMITTALS

- A. Manufacturer's literature: For piping, couplings, fittings, and gasketing materials. Include dimensions, details of construction and installation, name of Manufacturer, and model.

1.5 QUALITY ASSURANCE

- A. Fabrication and Installation Personnel Qualifications:
 - 1. Trained and experienced in the fabrication and installation of the materials and equipment.
 - 2. Knowledgeable of the design and the reviewed Shop Drawings.
- B. Testing of Copper Piping: In accordance with Division 23 Section "Testing and Cleaning of HVAC Systems."

1.6 DELIVERY, STORAGE AND HANDLING

- A. Deliver materials in original, unbroken, brand marked containers or wrapping as applicable.
- B. Handle and store materials in a manner which will prevent deterioration and contamination with foreign matter.
- C. Reject damaged, deteriorated or contaminated material and immediately remove from the Site. Replace removed materials at no additional cost to Owner.

PART 2 - PRODUCTS

2.1 PIPING MATERIALS

- A. Seamless Copper Tubing:
 - 1. Factory coded and marked.
 - 2. Conform to the following schedule:
 - a. Aboveground: ASTM B88, Type L hard drawn.
 - b. Buried: ASTM B88, Type K soft temper.
 - c. Refrigeration: ASTM B280, Type ACR, hard drawn.
 - 3. Pipe Markings:
 - a. All piping longer than 2'-0" shall have a permanent marking in accordance with ASTM or ANSI specifications.
 - b. This identification shall include the following:
 - 1) Manufacturer's name.
 - 2) Pipe pressure rating.
 - 3) Pipe size.
- B. Solder type shall conform to the following schedule:
 - 1. Hydronic System Lines: 50% tin, bismuth, 50% lead.
 - 2. Drain Piping: 50% tin and 50% lead.
 - 3. Condensate Drain Piping: 50% tin and 50% lead.
 - 4. Refrigerant Hot Gas and Liquid Lines: Silver braze.
 - 5. Refrigerant Suction Lines: Silver braze.
 - 6. Refrigerant Line Connections to Equipment: Silver braze.
- C. Fittings: General Service: Sweat type, wrought copper, long radius elbows.

2.2 PRESS FITTING COUPLING PIPING SYSTEMS

- A. Manufacturers:
 - 1. Viega ProPress.
 - 2. Or approved equal.
- B. Press Fitting:
 - 1. Copper and copper alloy fitting in compliance with ASME B16.18 or B16.22 and IAPMO PS 117.
 - 2. Compatible with seamless type K, L and M copper tube conforming to ASTM B88.
 - 3. Rated for a maximum 200psi working pressure from -0 degrees F to 250 degrees F.
 - 4. EPDM seal.
 - 5. Joints shall be pressed using the tool approved by the manufacturer.
 - 6. Provide press fittings from the same manufacturer for the entire scope of the work, for each system.
 - 7. Limit to a maximum pipe size of 4 inches.
- C. Fittings:
 - 1. Copper or bronze.
 - 2. Shoulders compatible with system couplings.
 - 3. Segmentally welded fittings not acceptable.
- D. Valves: Refer to Division 23 Section "General Duty Valves for HVAC," or specification section governing the system or application for which they are used.

PART 3 - EXECUTION

3.1 PREPARATION

A. During Freezing Weather:

1. Protect all materials in such a manner that no harm can be done to:
 - a. Installations already made.
 - b. Materials and equipment on the Site.
2. Furnish all necessary protection for such installations and equipment as may be required.

3.2 ERECTION

A. General:

1. All Piping: Follow approved paths as indicated on the Drawings.
2. Connect to existing lines where required, or to equipment in an approved manner.
3. Locate Pipes, Valves and Equipment to Provide:
 - a. Access for maintenance.
 - b. Minimum obstruction of passageways and working space.
4. Normally, all pipe runs shall be plumb, parallel with the building and level, except for drain slope.
5. Be responsible for establishing and maintaining drain slope of piping in order to ensure drainage.
6. Expansion of Piping:
 - a. All pipe connections shall provide freedom of movement of the piping during expansion and contraction without springing of piping or injury to building steel or structure.
 - b. Any damage to building steel or structure as a result of work installed by Contractor shall be repaired at Contractor's expense.
7. As Piping Material is Erected:
 - a. Thoroughly clean the inside of all piping.
 - b. Remove foreign material such as scale, sand, weld spatter, particles and cutting chips.
8. Provide caps or plugs in all openings at the end of each day's work and as otherwise directed for the protection of the piping.

B. Pipe Joints:

1. Cut ends of copper tubing squarely using only sharp tube cutters.
2. Ream pipe to full I.D. before preparing the joint.
3. Soldering:
 - a. Solder or braze joints by cleaning outside ends of all copper tubings and inside of fittings immediately before joining and soldering.
 - b. Apply solder flux to both tube and fitting.
 - c. Insert tube full depth into fitting, apply heat and solder in such a manner as to draw solder into and completely around the joint.
4. Joining Valves:
 - a. When joining copper lines to valves follow Manufacturer's instructions.
 - b. In general:
 - 1) Valve shall be in the fully open position.
 - 2) Solenoid and expansion valves shall be broken down.

3.3 FIELD QUALITY CONTROL

- #### A. Clean and test piping in accordance with Division 23 Section "Testing and Cleaning of HVAC Systems."

END OF SECTION 23 05 09

SECTION 23 05 19 – METERS AND GAGES FOR HVAC PIPING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes the furnishing and installation of all temperature and pressure gages. Unless otherwise specified, gages shall be as described in this Specification.

1.3 REFERENCES

- A. Except as herein specified or as indicated on the Drawings, the work of this Section shall comply with the following:
 - 1. ASME Standard:
 - a. B40.1 - Gages - Pressure, Indicating Dial Type - Elastic Element.
 - b. B40.30 - 1990 - Thermometers.

1.4 SUBMITTALS

- A. Manufacturer's Literature: For all gages and thermometers. Include name of Manufacturer, model, dimensions, and scale range.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Ashcroft.
- B. H.O. Trerice.
- C. Weksler.
- D. MilJOCO.

2.2 EQUIPMENT

- A. Dial Thermometer:
 - 1. Bimetal type with adjustable dial face.
 - 2. Stainless steel case.
 - 3. 5-inch diameter dial.
 - 4. 6-inch nominal stem length, stainless steel.
 - 5. Adjustable Joint: Finish to match case, 180-degree adjustment in vertical plane, 360-degree adjustment in horizontal plane, with locking device.
 - 6. Scale: Satin faced, nonreflective aluminum, permanently etched marking.
 - 7. Union lock nut.
 - 8. Zero adjustment.
 - 9. Hermetic seal.
 - 10. Scale range: Temperature ranges for services listed as follows:
 - a. Hot Water: 30 to 300 deg with 2-degree scale divisions (0 to 150 deg C with 1-degree scale divisions).

- b. Chilled Water: 0 to 100 deg F with 2-degree scale divisions (minus 18 to 38 deg C with 1-degree scale divisions).
 - c. Steam and Condensate: 50 to 400 deg F with 2-degree scale divisions (10 to 205 deg C with 1-degree scale divisions).
11. Equal to H.O. Trerice B85600 Series.

B. Pressure Gage:

- 1. Bourdon tube type with direct coupled pointer, liquid filled.
- 2. 4-1/2-inch minimum diameter.
- 3. Accuracy of +1% of scale range.
- 4. Equal to H.O. Trerice 450 Series.
- 5. Liquid fill must be compatible with temperatures in measured fluid.
- 6. Case: Drawn steel or brass, glass lens, 4-1/2-inches diameter.
- 7. Connector: Brass, 1/4-inch NPS.
- 8. Scale: White coated aluminum, with permanently etched markings.
- 9. Range all fluids: 2 times operating pressure

2.3 ACCESSORIES

A. Thermowell:

- 1. Provide for all thermometers.
- 2. 304 stainless steel.
- 3. Pressure rated to match piping system design pressure
- 4. 2-inch extension for insulated piping and threaded cap nut with chain permanently fastened to well and cap.
- 5. Equal to H.O. Trerice Cat. No. 138-0015.3 (138.0016.2 for pipe 6 inches and over).

B. Coil Siphon:

- 1. Provide for all steam system installations.
- 2. Brass.
- 3. Equal to H.O. Trerice Series 885.

C. Needle Valve:

- 1. Provide for all pressure gages.
- 2. Equal to H.O. Trerice Series 735.

PART 3 - EXECUTION

3.1 INSTALLATION

A. Install all thermometers and pressure gages in conformance with:

- 1. The Drawings.
- 2. These Specifications.
- 3. Manufacturer's recommendations.

B. Support all pressure gages and remote-reading thermometers:

- 1. With 12-gage formed steel bracket.
- 2. Secured to structure or equipment.

3.2 APPLICATION

- A. Select all dial ranges such that normal operating temperature/pressure measured at point of installation is near mid-range.

3.3 ADJUSTING AND CLEANING

- A. Adjusting: Adjust faces of meters and gages to proper angle for best visibility.

- B. Cleaning: Clean windows of meters and gages and factory-finished surfaces. Replace cracked and broken windows, and repair scratched and marred surfaces with manufacturer's touch-up paint.

END OF SECTION 23 05 19

SECTION 23 05 23 – GENERAL DUTY VALVES FOR HVAC

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes the furnishing and installation of all valves.

1.3 REFERENCES

- A. Except as specified or as indicated on the Drawings, the work of this Section shall comply with the following:
 - 1. General: Provide valves with features indicated and, where not otherwise indicated, provide proper valve features as determined by Installer for installation requirements. Comply with ASME B31.9 for building services piping, and ASME B31.1 for power piping.
 - 2. Flanged: Valve flanges complying with ANSI B16.1 (cast iron), ANSI B16.5 (steel), or ANSI B16.24 (bronze).
 - 3. Threaded: Valve ends complying with ANSI B2.1.
 - 4. Solder-Joint: Valve ends complying with ANSI B16.18.
 - 5. Flangeless: Valve bodies manufactured to fit between flanges complying with ANSI B16.1 (cast iron), ANSI B16.5 (steel), or ANSI B16.24 (bronze).
 - 6. Welded Ends: Valve ends complying with ASME/ANSI B16.5.

1.4 DESIGN AND PERFORMANCE REQUIREMENTS

- A. General:
 - 1. This Section is provided as a guide in the application and specification of specific valves intended for use in this Project. This Section does not instruct where to install these valves unless specifically noted. Refer to other specific Mechanical Specification Sections and Drawing details for instruction for location and use.
 - 2. As indicated on the Drawings.
 - 3. As called out in the Piping Systems Schedules.
- B. Valves not specifically indicated on the Drawings:
 - 1. Size and class of valve and pipe schedule to agree with line in which installed.
 - 2. All valves 2-1/2-inch and larger shall be flanged unless noted otherwise.
- C. Valves shall have Manufacturer's name, trademark and working pressure rating cast into the valve body.

1.5 SUBMITTALS

- A. Shop Drawings for all valves.
- B. Manufacturer's Literature: For All Valves:
 - 1. Manufacturer's name.
 - 2. Details of construction.
 - 3. Performance characteristics.
 - 4. Pressure and temperature ratings.
 - 5. Close-off pressure.

1.6 QUALITY ASSURANCE

- A. Made in USA:
 - 1. Unless specifically noted otherwise, all valves shall comply with the Federal Trade Commission Made in USA standard.
 - 2. Supplier shall furnish documentation of USA content if requested by Owner.
- B. Fabrication and Installation Personnel Qualifications:
 - 1. Trained and experienced in the fabrication and installation of the material and equipment.
 - 2. Knowledgeable of the design and the reviewed Shop Drawings.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Valves shall be manufactured by one Manufacturer for each type of valve. Where valve Manufacturers are not specifically indicated, they shall be one of the following:
 - 1. Gate, Ball, Globe, Standard Butterfly, and Check Valves:
 - a. Nibco.
 - b. Kennedy.
 - c. Crane.
 - d. Milwaukee.
 - e. Keystone.
 - f. Stockham.
 - g. Bonney Forge.
 - h. Mueller Steam Specialties.
 - i. Neles-Jamesbury.
 - j. DeZurik.
 - k. Apollo.
 - l. Vogt.
 - m. Walworth.
 - n. Powell.
 - 2. High Performance Butterfly Valves:
 - a. EBRO Armaturen.
 - b. Metso/Jamesbury.
 - c. Dezurick.
 - 3. Control Valves (Hydronic Service):
 - a. Armstrong.
 - b. B&G.
 - c. Nexus.

2.2 GENERAL

- A. Materials - Bronze Valves:
 - 1. All brass alloys used in valves shall contain no more than 15% zinc.
 - 2. Alloys must comply with ASTM B61, B62 or B584.
- B. Additional Materials: Provide valves with features indicated and, where not otherwise indicated, provide proper valve features as determined by the Manufacturer for installation requirements.
 - 1. Provide extended stem handles and necks with a minimum clearance of 1-1/2-inch on insulated service.
 - 2. All valves used for throttling/balancing shall have adjustable memory stops.
 - 3. Pressure ratings are at service indicated by application as specified according to the individual valve specifications.
 - 4. Sizes: Same size as upstream pipe, unless otherwise indicated.
 - 5. Neck extensions and right angle drives where indicated and where required for access to the operator.

- C. Operators: Provide the following special operator features:
 - 1. Handwheels, fastened to valve stem, for valves other than quarter turn.
 - 2. Lever handles, on quarter-turn valves 3-inch and smaller, except for plug valves. Provide plug valves with square heads. For valves greater than 3-inch, provide gear operator with handwheel.
 - 3. Provide bevel gear operators with chain-wheels for all valves installed 6 feet or higher above finished floor. Extend chains to an elevation of 5 feet above finished floor.
 - 4. Provide rotary manual actuators with high ratio (80 to 1 minimum), disc positions and open and closed position stops on all butterfly valves. Actuators shall be designed for valve installation with the stem in a horizontal orientation to prevent debris from accumulating in the bearings.
 - 5. Automatic Operators: Provide in accordance with Division 23 Section "Instrumentation and Control for HVAC."
- D. Bypass and Drain Connections: Provide valved bypass where indicated on the Drawings. Comply with MSS SP-45 bypass and drain connections.

2.3 VALVE GROUP 1

- A. Gate Valves:
 - 1. Symbol: 2 Inches and Smaller:
 - a. Class 125 valves used for piping 2 inch in size and smaller shall all bronze, bolted bonnet, rising stem, solid wedge, bronze mounted, screwed ends, and designed for 125 psig.
 - 2. Symbol: Inches and Larger:
 - a. Class 150 steel gate valve, flanged ends, bolted flanged bonnet, outside screw and yoke, rising stem, flexible or solid wedge disc, renewable seat rings and disc.
 - b. Materials shall be: Body and bonnet, ASTM A216, Grade WCB or A105; carbon steel body; stem, disc face and seat rings 13% chromium stainless steel or a combination of 13% chromium stainless steel and nickel-copper, stellite or a combination of stellite and 13% chromium stainless steel as recommended by its manufacturer for steam service.
 - c. Face to face dimension shall conform to ANSI B16.10. Flanges shall be faced and drilled to ANSI B16.5.
 - d. Working pressure and temperature ratings shall comply with ANSI B16.34 (Standard Class).
- B. Ball Valves:
 - 1. Symbol: 1BL1S - 2 Inches and Smaller:
 - a. Ball valves used in connection with piping 2 inches in size and smaller shall have screwed or sweat ends, 2 piece bronze body, standard port with stainless steel ball and a like stem. VA rated for 150 pound SWP and 600 WOG. Seats and seals shall be reinforced virgin teflon for standard duty cycle.
- C. Standard Duty Butterfly Valves:
 - 1. Symbol: 2-1/2 Inches and Larger:
 - a. Iron body rated for 175 psig and 250 degrees F, bubble-tight shutoff.
 - b. Lug body for use with ANSI flanges. Wafer style is not acceptable, except where specifically approved.
 - c. Stainless steel disk, 416 stainless steel shaft, EPDM seat.
 - d. Provide neck extended 2 inches beyond flange diameter.
 - e. Bevel gear operator.
- D. Plug Valves:
 - 1. Plug valves shall be nonlubricated eccentric plug type rated for 175 CWP with semi-steel body neoprene coated plug and epoxy coated seat; equal to DeZurik PEC or Homestead Series 300. Furnish with compatible wrench. All valves used for throttling/balancing to have adjustable memory stop.
 - 2. Plug valves (gas cock) for natural gas shutoff applications shall be lubricated type equal to Homestead Figure 611 or 612 or Rockwell Figure 114 or 115.

- E. Check Valves:
1. Symbol: 2 Inches and Smaller:
 - a. Class 150 horizontal swing check valve, cast bronze body and cover, screwed ends, bronze seat and disc, screwed cover, integral seat, body and cover material to conform to ASTM B61 or B62.
 - b. Provide valves capable of being reground while the valve remains in the line.
 - c. Provide Class 150 valves meeting the above specifications, with threaded end connections, where system pressure requires or where Class 125 valves are not available.
 - d. The valve shall conform to MSS SP-80.
 2. Symbol: 2-1/2 Inches and Larger:
 - a. MSS SP-71; Class 125 cast iron body and bolted cap conforming to ASTM A126, Class B.
 - b. Horizontal swing, and bronze disc or cast-iron disc with bronze disc ring; and flanged ends.
 - c. Face to face dimension shall conform to ANSI B16.10. Flange shall be faced and drilled to ANSI B16.5.
 - d. Working pressure and temperature ratings shall comply with ANSI B16.34 (Standard Class).

2.4 FLANGE CONNECTIONS

- A. Flange Gaskets: Refer to Division 23 Section "Hydronic Piping" for requirements for flange gaskets used on hydronic valves.
- B. Flange Bolts: Refer to Division 23 Section "Hydronic Piping" for requirements for flange bolts used on hydronic valves.

2.5 DRAIN VALVES

- A. Furnish at each low point 1-inch ball valves as sized on the Drawings.
- B. Install nipple with cap at valve outlet.

PART 3 - EXECUTION

3.1 VALVE SCHEDULE

- A. Unless otherwise noted on drawings or in specific application sections of this specification, the valve groups described in Part 2 of this specification shall be applied for each service type as follows:
1. Valve Group 1: Hydronic (chilled, condensing, and heating water) supply and return not exceeding 125 psig or 250 degrees F.

3.2 INSTALLATION

- A. Install valves in conformance with:
1. The Shop Drawings reviewed by Owner.
 2. The Manufacturer's recommendations.
- B. Install Valves:
1. At all branch piping connection to mains.
 2. At all connections to equipment.
 3. As required for complete control or isolation of any piece of equipment or service to branch lines.
 4. In accessible locations.
 5. Equal in flow area to connecting piping, unless otherwise indicated.
- C. No valve shall be installed with its stem below the horizontal.
- D. Furnish chain operated hand wheels, including rust-proof chain and chain guide for inaccessible overhead valves.

- E. Install flanged valves at equipment in a manner which allows equipment side of valve to be opened up without draining piping system.

END OF SECTION 23 05 23

SECTION 23 05 29 – HANGERS AND SUPPORTS FOR HVAC PIPING, DUCTWORK AND EQUIPMENT

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes the furnishing and installation of all pipe hanging and support systems.

1.3 REFERENCES

- A. Except as herein specified or as indicated on the Drawings, the work of this Section shall comply with the following:
 - 1. ASME - American Society of Mechanical Engineers:
 - a. B31.1 - Power Piping.
 - b. B31.9 - Building Services Piping.
 - c. B31.8 - Gas Transmission and Distribution Piping Systems.
 - 2. MSS - Manufacturers Standardization Society:
 - a. SP-58 - Pipe Hangers and Supports - Materials, Design and Manufacture.
 - b. SP-69 - Pipe Hangers and Supports - Selection and Application - 1996.
 - c. SP-90 - Guidelines on Terminology for Pipe Hangers and Supports.

1.4 DEFINITIONS

- A. Pipe Restraint: Pipe supporting element which is designed to limit or direct pipe movement due to internal static pressure, gravitational forces, frictional forces from hangers, rollers, and guides, and forces from expansion compensation devices:
 - 1. Pipe restraints are not designed to restrain pipe movement caused by thermal expansion, shock or surge.
- B. Pipe Guide: A pipe restraint designed to direct pipe movement along a single axis.
- C. Pipe Anchor: A pipe restraint designed to provide a static point about which pipe movement normally occurs, by limiting the longitudinal and axial movement at that point.
- D. Other Terms: As defined in MSS SP-90.

1.5 DESIGN AND PERFORMANCE REQUIREMENTS

- A. Unless otherwise indicated on Drawings or in these Specifications, this Contractor shall be responsible to design and provide all pipe hangers, supports, restraints, braces, framing, etc., as required to comply with all applicable building codes, ASME B31 and MSS SP-69.

1.6 SUBMITTALS

- A. Manufacturer's Literature: For structural steel attachment devices, hangers and rollers. Include name of Manufacturer; model number and MSS Type, if applicable; and piping systems to be used with.
- B. Submit Shop Drawings for all engineered hanger, restraints and support assemblies.
 - 1. For Metal Framing Pipe Supports: Include locations, dimensions, lengths, Manufacturer, material, cross-section number or type, finish, pipe sizes, and pipe locations.

- C. Upon request by Owner, submit calculations for all engineered hanger, restraints and support assemblies.
 - 1. Calculations: For metal framing pipe supports upon request by Owner. Include support locations, pipe sizes, pipe weights, allowable stresses, and actual stresses.

PART 2 - PRODUCTS

2.1 GENERAL REQUIREMENTS

- A. The materials of all pipe hanging and supporting elements shall be in accordance with the latest requirements of the ASME Code for Pressure Piping B31.1 and MSS Standard Practice MSS SP-58 and MSS SP-69 except as supplemented or modified by the requirements of these Specifications.
- B. The material in contact with the pipe shall be compatible with the piping material so that neither shall have a deteriorating action on the other.
- C. Special Finishes and Materials:
 - 1. All ferrous hangers and supports used in the following areas shall be hot dip galvanized unless noted otherwise:
 - a. Outside.
 - b. In wet or potentially wet areas.
 - c. All areas where installed for piping and equipment that will not have field-applied coatings.
 - 2. Pipe attachments shall have nonmetallic coating for electrolytic protection where attachments are in direct contact with copper tubing, or shall be copper plated to achieve similar metal contact.
 - 3. Thermal Hanger Shield Inserts: 100-psi average compressive strength, waterproofed calcium silicate, encased with a sheet metal shield. Insert and shield shall cover entire circumference of the pipe and shall be of length indicated by manufacturer for pipe size and thickness of insulation.

2.2 MANUFACTURERS

- A. Elcon.
- B. Michigan Hanger.
- C. Anvil.
- D. Bergen.
- E. Hilti.
- F. Lindapter.
- G. Thybar
- H. Pate
- I. Mirro
- J. Roof Products and Systems
- K. A.E.S.
- L. MicroMetl.

2.3 PIPE HANGERS AND SUPPORTS

- A. Horizontal Piping Hangers: Unless otherwise indicated and except as specified in piping system Specification sections, install the following types:
1. Adjustable Steel Clevis Hangers (MSS Type 1): For suspension of noninsulated or insulated stationary pipes, NPS 1/2 to NPS 30 (DN15 to DN750).
 2. Yoke Type Pipe Clamps (MSS Type 2): For suspension of 120 to 450 degrees F (49 to 232 degrees C) pipes, NPS 4 to NPS 16 (DN100 to DN400), requiring up to 4 inches (100 mm) of insulation.
 3. Carbon or Alloy Steel, Double Bolt Pipe Clamps (MSS Type 3): For suspension of pipes, NPS 3/4 to NPS 24 (DN20 to DN600), requiring clamp flexibility and up to 4 inches (100 mm) of insulation.
 4. Steel Pipe Clamps (MSS Type 4): For suspension of cold and hot pipes, NPS 1/2 to NPS 24 (DN15 to DN600), if little or no insulation is required.
 5. Pipe Hangers (MSS Type 5): For suspension of pipes, NPS 1/2 to NPS 4 (DN15 to DN100), to allow off-center closure for hanger installation before pipe erection.
 6. Adjustable Swivel Split or Solid Ring Hangers (MSS Type 6): For suspension of noninsulated stationary pipes, NPS 3/4 to NPS 8 (DN20 to DN200).
 7. Adjustable Steel Band Hangers (MSS Type 7): For suspension of noninsulated stationary pipes, NPS 1/2 to NPS 8 (DN 15 to DN200).
 8. Adjustable Band Hangers (MSS Type 9): For suspension of noninsulated stationary pipes, NPS 1/2 to NPS 8 (DN15 to DN200).
 9. Adjustable Swivel Ring Band Hangers (MSS Type 10): For suspension of noninsulated stationary pipes, NPS 1/2 to NPS 2 (DN15 to DN50).
 10. Split Pipe Ring With or Without Turnbuckle Adjustment Hangers (MSS Type 11): For suspension of noninsulated stationary pipes, NPS 3/8 to NPS 8 (DN10 to DN200).
 11. Extension Hinged or 2 Bolt Split Pipe Clamps (MSS Type 12): For suspension of noninsulated stationary pipes, NPS 3/8 to NPS 3 (DN10 to DN80).
 12. U-Bolts (MSS Type 24): For support of heavy pipe, NPS 1/2 to NPS 30 (DN15 to DN750).
 13. Clips (MSS Type 26): For support of insulated pipes not subject to expansion or contraction.
- B. Supports and Rollers:
1. Pipe Saddle Supports (MSS Type 36): For support of pipes, NPS 4 to NPS 36 (DN100 to DN900), with steel pipe base stanchion support and cast iron floor flange.
 2. Pipe Stanchion Saddles (MSS Type 37): For support of pipes, NPS 4 to NPS 36 (DN100 to DN900), with steel pipe base stanchion support and cast iron floor flange with U-bolt to retain pipe.
 3. Adjustable Pipe Saddle Supports (MSS Type 38): For stanchion type support for pipes, NPS 2-1/2 to NPS 36 (DN65 to DN900), if vertical adjustment is required, with steel pipe base stanchion support and cast iron floor flange.
 4. Single Pipe Rolls (MSS Type 41): For suspension of pipes, NPS 1 to NPS 30 (DN25 to DN750), from 2 rods if longitudinal movement caused by expansion and contraction might occur.
 5. Adjustable Roller Hangers (MSS Type 43): For suspension of pipes, NPS 2-1/2 to NPS 20 (DN65 to DN500), from single rod if horizontal movement caused by expansion and contraction might occur.
 6. Complete Pipe Rolls (MSS Type 44): For support of pipes, NPS 2 to NPS 42 (DN50 to DN1050), if longitudinal movement caused by expansion and contraction might occur but vertical adjustment is not necessary.
 7. Pipe Roll and Plate Units (MSS Type 45): For support of pipes, NPS 2 to NPS 24 (DN50 to DN600), if small horizontal movement caused by expansion and contraction might occur and vertical adjustment is not necessary.
 8. Adjustable Pipe Roll and Base Units (MSS Type 46): For support of pipes, NPS 2 to NPS 30 (DN50 to DN750), if vertical and lateral adjustment during installation might be required in addition to expansion and contraction.
- C. Vertical Piping Clamps: Unless otherwise indicated and except as specified in piping system specification sections, install the following types:
1. Extension Pipe or Riser Clamps (MSS Type 8): For support of pipe risers, NPS 3/4 to NPS 20 (DN20 to DN500).
 2. Carbon or Alloy Steel Riser Clamps (MSS Type 42): For support of pipe risers, NPS 3/4 to NPS 20 (DN20 to DN500), if longer ends are required for riser clamps.

- D. Hanger Rod Attachments: Unless otherwise indicated and except as specified in piping system specification sections, install the following types:
1. Steel Turnbuckles (MSS Type 13): For adjustment up to 6 inches (150 mm) for heavy loads.
 2. Steel Clevises (MSS Type 14): For 120 to 450 degree F (49 to 232 degree C) piping installations.
 3. Swivel Turnbuckles (MSS Type 15): For use with MSS Type II, split pipe rings.
 4. Malleable Iron Sockets (MSS Type 16): For attaching hanger rods to various types of building attachments.
 5. Steel Weldless Eye Nuts (MSS Type 17): For 120 to 450 degree F (49 to 232 degree C) piping installations.
- E. Spring Hangers and Supports: Unless otherwise indicated and except as specified in piping system Specification sections, install the following types:
1. Restraint Control Devices (MSS Type 47): Where indicated to control piping movement.
 2. Spring Cushions (MSS Type 48): For light loads if vertical movement does not exceed 1-1/4 inches (32 mm).
 3. Spring Cushion Roll Hangers (MSS Type 49): For equipping Type 42 roll hanger with springs.
 4. Spring Sway Braces (MSS Type 50): To retard sway, shock, vibration, or thermal expansion in piping systems.
 5. Variable Spring Hangers (MSS Type 51): Preset to indicated load and limit variability factor to 25% to absorb expansion and contraction of piping system from hanger.
 6. Variable Spring Base Supports (MSS Type 52): Preset to indicated load and limit variability factor to 25% to absorb expansion and contraction of piping system from base support.
 7. Variable Spring Trapeze Hangers (MSS Type 53): Preset to indicated load and limit variability factor to 25% to absorb expansion and contraction of piping system from trapeze support.
 8. Constant Supports: For critical piping stress and if necessary to avoid transfer of stress from one support to another support, critical terminal or connected equipment. Include auxiliary stops for erection, hydrostatic test, and load adjustment capability. These supports include the following types:
 - a. Horizontal (MSS Type 54): Mounted horizontally.
 - b. Vertical (MSS Type 55): Mounted vertically.
 - c. Trapeze (MSS Type 56): Two vertical type supports and 1 trapeze member.

2.4 HANGER RODS

- A. Minimum rod diameters for rigid rod hangers shall be as shown in MSS SP-69 Table 4 (Minimum Rod Diameter for Single Rigid Rod Hangers) and as indicated in Part 3 of these Specifications.
- B. Hanger rods shall be subject to tensile loading only. At hanger locations where lateral or axial movement is anticipated, suitable linkage shall be provided to permit swing.
- C. Rod material must be compatible with hanger and comply with above. Do not field cut thread on galvanized rod.
- D. Do not use perforated strap.
- E. Multiple Supports:
1. Horizontal banks of pipe may be supported on a common base member without regard to the pipe centerline elevation.
 2. In the supporting of multiple pipe runs, provisions shall be made to keep the lines in their relative lateral positions, using clamps or clips as required. Lines subject to thermal expansion shall be free to roll axially or slide.

2.5 SADDLES AND SHIELDS

- A. All Piping:
1. Saddle: MSS Type 39 Anvil Figure 160 -to 165.
 2. The saddles shall be tack welded in place and filled with insulation equal to that of the adjacent piping.
 3. Shield: MSS Type 40 (Anvil Figure 167), provide and install in accordance with Manufacturer's shield size selection tables.

4. The contour of the saddle shall match the radius of the pipe insulation.
5. Thermal Hanger Shield Inserts: 100-psi average compressive strength, waterproofed calcium silicate, encased with a sheet metal shield. Insert and shield shall cover entire circumference of the pipe and shall be of length indicated by manufacturer for pipe size and thickness of insulation.

2.6 FABRICATED STEEL SUPPORTS AND RESTRAINTS

- A. Provide as required:
 1. Steel shapes and plates.
 2. Bolts.
 3. Welds.
- B. Materials and fabrication in accordance with:
 1. AISC Specification for the Design, Fabrication and Erection of Structural Steel for Buildings.
 2. AISC Code of Standard Practice for Steel Buildings and Bridges (except Section 4.2.1.).
- C. Design: Responsibility of Subcontractor.
- D. Paint all finished fabrications: As specified in Division 09 Section "Painting." Color as directed by Owner.

2.7 MANUFACTURED PIPE SUPPORT SYSTEM

- A. Acceptable Manufacturers:
 1. B-Line.
 2. Elcen.
 3. Super Strut, Inc.
 4. Unistrut Building Systems.
- B. Provide products from one Manufacturer.
- C. Components shall have galvanized coatings where installed for piping and equipment that will not have factory or field-applied finish.
- D. Channel (Standard Applications):
 1. Mild strip steel.
 2. 12 gage minimum material.
 3. Factory painted equal to Unistrut Perma-Green.
 4. Equal to Unistrut Part No. P1000.
- E. Clamps and Supports:
 1. Beam clamp equal to Unistrut Part No. P2785.
 2. Pipe strap equal to Unistrut Part No. P2558.
 3. Pipe roller equal to Unistrut Part No. P2474.
 4. All items fabricated in material equal to channel specifications.
- F. Clamp Nuts:
 1. Mild bar steel for standard applications.
 2. Class 2 American Standard threads.
 3. Equal to Unistrut Part No. P1012.

2.8 BUILDING ATTACHMENTS

- A. As indicated on the Drawings or in the Specifications.

- B. Concrete Attachments:
1. Provide galvanized finish for all attachments.
 2. Poured Concrete:
 - a. Use cast-in-place inserts or bolted surface mounted attachments, at Contractor's option.
 - b. Expansion style anchors are not permitted on piping systems subject to vibration.
 3. Precast Concrete Tees:
 - a. Use fittings specifically designed for attachment to stems of precast tees.
 - b. Drilling is not permitted except where specifically approved by Owner and coordinated with precast Manufacturer to miss embedded, prestressed steel strands.
 4. Precast Concrete Plank:
 - a. Use toggle bolt attachment as indicated on Drawings.
 - b. Alternatively, provide adhesive anchor, Hilti HY-20; or as approved.
 - c. Drilling is not permitted except where specifically approved by Owner and coordinated with precast Manufacturer to miss embedded, prestressed steel strands.
- C. Horizontal Piping:
1. Steel W, I, or S shapes: MSS Type 23 clamp with retaining clip, (Anvil Fig. 88 and Fig. 89) up to 2-inch; MSS Type 28 (Anvil Fig. 292) or MSS Type 21 (Anvil Fig. 133, 134) above 2-inch.
 2. Steel Channel: MSS Type 20 universal channel clamp.
 3. Bar Joists: Steel washer plate (Anvil Fig. 60).
 4. Concrete: See "B" above.
 5. Timber: Angle bracket and lag screws or as detailed on Drawings.
 6. Steel Z Shapes: Custom attachment required.
- D. Vertical Piping:
1. Steel Shapes: Welded brackets.
 2. Concrete: See "B" above.
 3. Timber: Ceiling hanger flange (Anvil Fig. 128R, 153) angle brackets and lag screws, or as indicated on Drawings.
- E. In the absence of a Specification for a particular type of attachment, furnish attachments comparable in type and quality to that specified above for a similar situation.

PART 3 - EXECUTION

3.1 HANGER AND SUPPORT APPLICATIONS

- A. General Requirements:
1. The selection of hangers and supports shall be based on the overall design concept of the system and any special requirements which may be called for in these Specifications or as indicated on the Drawings. The support systems shall provide for, and control, the free or intended movement of the system including its movement in relation to that of the connected equipment. They shall prevent excess stress resulting from the transfer of weight being introduced into the system or connected equipment.
 2. The selection of hangers and supports shall be made to provide the system with the degree of control that its operating characteristics require. Design hangers and supports to prevent sway and intendent movement.
 3. The selection of hangers or supports will take into consideration the combined weight of the supported systems, including system contents.
 4. Select and install hangers and supports to allow controlled thermal and seismic movement of system, to permit freedom of movement between anchors, and facilitate action of expansion joints, expansion loops, expansion bends and similar units.
 5. The spans in MSS SP-69 Table 3 do not apply where concentrated weights, such as valves or heavy fittings, or where changes in direction of the piping occur between hangers.
 6. Select all hangers and supports rated for the maximum potential loading with pipe full.
 7. Select hangers for cold (less than 50 degrees F) piping service for installation over the insulation.

8. Where significant, vertical movement of pipe occurs at the hanger location a resilient support shall be used:
 - a. Selection of resilient supports shall be based on permissible load variations and effects on adjacent equipment. Support selection for typical load variations are shown on MSS SP-69 Table 2 (Spring Support Selection). Load and movement calculations shall be made for the proper selection of spring hangers.
 - b. Vertical movement and load transfer from riser expansion to horizontal runs shall be given consideration when applying spring hangers.
 - c. Spring cushion hangers may be used where vertical movement does not exceed 1/4-inch and where formal load and movement calculations are not required.
 - d. Variable spring hangers shall be used for all other resilient support requirements except as noted in the following paragraph.
 - e. Constant support hangers shall be used on piping systems where the deviation in supporting force must be limited to 6% and which cannot be accommodated by a variable spring hanger.

- B. Comply with MSS SP-69 for pipe hanger selections and applications that are not specified in piping system Specification sections.

3.2 HANGER AND SUPPORT INSTALLATION

- A. Pipe Hanger and Support Installation: Comply with MSS SP-69 and MSS SP-89. Install hangers, supports, clamps, and attachments as required to properly support piping from building structure.
- B. General:
 1. Adjust all components as required for proper operation and required pipe slope.
 2. Double nut all support rods at hangers.
 3. Location and Routing:
 - a. Install Piping as Indicated:
 - 1) On the Drawings.
 - 2) On the reviewed Shop Drawings.
 - b. Secure Owner's approval for all pipe routing changes.
 4. Coordinate with other trades for placement of concrete attachments prior to concrete pouring.
 5. Install all items in accordance with Manufacturer's instructions.
- C. Support at Valves: Provide additional supports at all valves in piping 4-inch and larger.
- D. Vertical Risers:
 1. Support independently from adjacent hangers on horizontal piping.
 2. Copper Piping:
 - a. Support at the base and at 6-foot maximum centers for sizes 1-1/4-inch and smaller.
 - b. Pipes Larger Than 1-1/4-Inch:
 - 1) Supported at each floor level.
 - 2) Not to exceed 10-foot centers.
 3. Vertical Threaded, Welded or Grooved Steel Piping:
 - a. Support at the base of the riser and at every other floor.
 - b. Maximum allowable unsupported piping length is 12 feet.
- E. Horizontal Runs:
 1. General:
 - a. Provide adequate supports for the loads with a factor of safety of at least 5 (400 pounds minimum).
 - b. Provide protective shield at all hangers and rollers supporting plastic pipe and coated pipe.
 - c. Support spacing not to exceed MSS SP-69 Table 3, or the requirements in the table below, whichever is more stringent.
 - d. Hanger rod diameter shall not be less than the requirements of MSS SP-69 Table 4, or the requirements in the table below, whichever is more stringent.
 2. Rollers: All piping systems designed to accommodate thermal expansion movement shall be mounted on rollers.
 3. Bar Joists: Attachments to bar joists shall be made to top member and at panel points.

F. Ductile Iron Piping: The size of hanger components shall be suitable for the O.D. of the pipe to be supported.

G. Hanger Spacing:

1. Install hangers and supports for piping at intervals specified herein after, at locations not more than 3 feet from the ends of each runout, and not over 25% of specified interval from each change in direction of piping.

2. Hanger Spacing:	Maximum Hanger Spacing	Steel	Copper Pipe Size	Rod Size	Pipe Water
Tube 1/2" and Smaller	3/8"	7'		5'	
3/4" – 1"	3/8"	7'		5'	
1-1/4" – 1-1/2"	3/8"	9'		8'	
2"	3/8"	10'		8'	
2-1/2" – 3-1/2"	1/2"	12'		10'	
4" – 5"	5/8"	14'		12'	
6"	3/4"	14'		--	
8" – 12"	7/8"	20'		--	
14" – 18"	1"	20'		--	
20" and Larger	1-1/4"	20'		--	

3.3 PIPE RESTRAINTS

A. Provide adequate pipe restraints for all expansion or contraction of piping due to temperature change:

1. Including, but not limited to, that indicated on the Drawings.
2. As instructed by Owner.
3. At locations to prevent stresses from exceeding those permitted by ANSI B31 and to prevent transfer of loading and stresses to connected equipment.
4. Spacing: Unless otherwise indicated, install at ends of main pipe runs, at intermediate joints in pipe runs between expansion loops and bends.

B. Concrete work installed in connection with anchors or supports: Make with approved Portland Cement:

1. At least 5-1/2 bags per cubic yard.
2. Properly mixed with approved aggregate.
3. Attain a compression strength of not less than 3,000 psi at 28 days.

3.4 VIBRATION ELIMINATORS

A. Provide as indicated on the Drawings and in accordance with the requirements of Division 23 Section "Sound and Vibration Control for HVAC."

B. Install so as to cause minimum restraint to normal thermal movements.

3.5 INSULATION PROTECTION

A. Provide Protection Saddle:

1. Equal to insulation thickness.
2. At each hanger.
3. For all insulated piping systems where longitudinal expansion exceeds 1-inch per 100 feet.

B. Provide preservative treated wood block "saddle" for all insulated domestic cold water, chilled water and condenser water piping systems larger than 3-inch IPS. Anvil Fig. 160 to 165 is also acceptable.

- C. Provide insulation protection shield:
1. At each hanger for all "cold" (less than 50 degrees F) piping services.
 2. In accordance with the following table:

Pipe Size (IPS)	Shield Gage	Length
5" and Smaller	16	12"
6" to 12"	12	16"
Greater than 12"	12	20"

3. Installed as follows:
 - a. Surround lower covering.
 - b. Straddle equidistant on hanger.
 - c. Flared at both ends as required to avoid damage to pipe covering, jacket and vapor barrier.

3.6 PAINTING

- A. Touchup: Cleaning and touchup of painting of field welds, bolted connections and abraded areas of shop paint on miscellaneous metal are specified in Division 09 Section "Painting."
- B. Galvanized Surfaces: Clean welds, bolted connections and abraded areas. Apply galvanizing repair paint to comply with ASTM A780.

END OF SECTION 23 05 29

SECTION 23 05 31 – PENETRATIONS FOR HVAC

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes the furnishing and installation of the major items listed below:
 - 1. Pipe sleeves.
 - 2. Sealing and finishing of all mechanical openings.
 - 3. Provide UL rated firestopping and sealing at all new and existing pipe penetrations of fire rated walls.

1.3 REFERENCES

- A. Except as herein specified or as indicated on the Drawings, the Work of this Section shall comply with ASTM D2202 - Test Method for Slump of Sealants.

1.4 SUBMITTALS

- A. Manufacturer's Literature: For all premanufactured curbs and sealing assemblies.
 - 1. Manufacturer's name.
 - 2. Model number.
 - 3. Details of construction and installation.
 - 4. Certified load-bearing data for all curbs.

1.5 PERFORMANCE REQUIREMENTS

- A. Design shall not consider shielding by adjacent structures.

1.6 QUALITY ASSURANCE

- A. Fabrication and Installation Personnel Qualifications:
 - 1. Trained and experienced in the fabrication and installation of the materials and equipment.
 - 2. Knowledgeable of the design and the reviewed submittals.
- B. Codes and Standards: "Architectural Sheet Metal Manual" as published by SMACNA.
- C. Openings in Fire-Rated Surfaces: As specified in Division 07 Section "Penetration Firestopping."

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Backer Rod: Industrial Thermo Polymers, "Standard Backer Rod".
- B. Acoustical Sealant: Pecora, "BA-98".

2.2 MATERIALS

- A. Backer Rod:
 - 1. Extruded round, closed cell, polyethylene foam.
 - 2. Resilient, non-exuding.
 - 3. Density: 2.0 pounds per cubic foot.
 - 4. Tensile Strength: 50 psi.
 - 5. Nonabsorbent to water and gasoline.
 - 6. Suitable for use as a backing for acoustical sealant.
 - 7. Compatible with sealant and approved by sealant Manufacturer.
- B. Acoustical Sealant: Nonfire-Rated Penetrations:
 - 1. Non-drying, non-hardening and non-bleeding.
 - 2. Laboratory tested sealant which effectively reduces airborne sound transmission through wall systems.
 - 3. Viscosity: 350,000 to 400,000 (Brookfield No. 65, 10 RPM).
 - 4. Aging: Firm but rubbery, good tack after 50 days conditioned at 160 degrees F.
 - 5. Slump: 0.1 to 0.2 inches in accordance with ASTM D2202.
 - 6. Color: Gray.
- C. Packing Material for Penetrations:
 - 1. Glass Fiber or Mineral Fiber:
 - a. Noncombustible.
 - b. Resistant to water, mildew, and vermin.
 - 2. Expanding Resilient Foams:
 - a. Acceptable alternative if manufactured for this purpose.
 - b. Minimum material density: 60 pounds per cubic foot.
 - 3. Fire-Rated Penetrations: Permanently flexible, approved firestop putty. Refer to Division 07 Section "Penetration Firestopping."

2.3 SLEEVES

- A. Materials:
 - 1. 18-Gage Galvanized Steel:
 - a. For pipe penetrations in non-bearings walls.
 - 2. Schedule 40 Steel Pipe:
 - a. For all bearing walls.
 - b. For all floors.
 - c. For all concrete or masonry walls.
- B. Size All Sleeves:
 - 1. To allow for movement due to expansion, without contact to pipe or insulation.
 - 2. To provide for continuous insulation, except as required by Division 07 Section "Penetration Firestopping."
 - 3. As indicated on the Drawings.

PART 3 - EXECUTION

3.1 ROOF OPENINGS

- A. Piping:
 - 1. As indicated on the Drawings.
 - 2. Fill Annulus Opening:
 - a. Use non-combustible insulation material.
 - b. Full depth of sleeve.

3.2 INTERIOR WALL OPENINGS

- A. Seal airtight all openings around pipes and ducts in the structure at:
 - 1. Mechanical equipment rooms.
 - 2. All enclosed shaft penetrations.
- B. Pipe Penetrations:
 - 1. HVAC Piping:
 - a. Where a pipe passes through a wall, ceiling, or floor, grout a sleeve into the structure.
 - b. Internal diameter of the sleeve: 2 inches (50 mm) larger than the external diameter of the bare pipe or pipe insulation O.D. passing through it.
 - c. After all of the piping is installed in a specific area, check the clearance and correct it, if necessary, to within 1/2-inch (12 mm).
 - d. Pack the void full depth with packing material and seal at both ends, with minimum 1-inch (25 mm) deep sealant.
 - e. In noise-critical walls and floors, pack with acoustical sealant backed by foam rod.
 - f. Where pipes pass through a masonry wall in sufficient numbers and density that individual pack-and-calk details are not possible, a special isolation detail shall be developed:
 - 1) Cast pipe sleeves in a block of concrete with the sleeves located a minimum of 2 inches (50 mm) apart.
 - 2) Block thickness: At least as thick as the surrounding wall construction.
 - 3) Each sleeve diameter: 2 inches (50 mm) larger than the external diameter of the pipe passing through it.
 - 4) Build the sleeved block into the wall.
 - 5) After the pipes are installed, pack and calk voids as indicated above.

3.3 ESCUTCHEONS AND CLOSURE COLLARS

- A. Includes penetrations of ceilings, partitions, floor and walls.
- B. Provide Escutcheons for All Piping Exposed to View:
 - 1. As indicated on the Drawings.
 - 2. Sized to fit over coverings.
 - 3. In All Dry Finished Areas: Chrome plated.
 - 4. Do not use escutcheons in acoustic isolation walls unless otherwise indicated.

END OF SECTION 23 05 31

SECTION 23 05 73 – TESTING AND CLEANING OF HVAC SYSTEMS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes providing testing and cleaning services and the major items listed below:
 - 1. Provide all pumps, gages, valves and other equipment and material necessary to properly conduct tests and perform cleaning.
 - 2. Provide all equipment, material, labor and testing required to properly pacify hydronic system piping so that it may be integrated into the existing hydronic system with no adverse effects or contamination.
 - 3. Arrange and pay for all costs of utilities and chemicals required for the Work.
 - 4. Repair and Restore All Work Damaged:
 - a. By tests.
 - b. By cutting required in connection with the tests.

1.3 REFERENCES

- A. American National Standards Institute/Institute of Inspection Cleaning and Restoration Certification (ANSI/IICRC).
 - 1. ANSI/IICRC S520 - Standard for Professional Mold Remediation.
- B. National Air Duct Cleaners Association (NADCA): ACR, The NADCA Standard - Assessment, Cleaning & Restoration of HVAC Systems (Current Version).
- C. National Fire Protection Association (NFPA):
 - 1. NFPA 90A - Standard for the Installation of Air-Conditioning and Ventilating Systems.
 - 2. NFPA 90B - Standard for the Installation of Warm Air Heating and Air-Conditioning Systems.
- D. North American Insulation Manufacturers Association (NAIMA): Cleaning Fibrous Glass Insulated Air Duct Systems.
- E. Sheet Metal and Air Conditioning Contractors' National Association (SMACNA):
 - 1. HVAC Duct Construction Standards - Metal and Flexible.
- F. Underwriters' Laboratories (UL):
 - 1. UL Standard 181 - UL Standard for Safety Factory-Made Air Ducts and Connectors.
 - 2. UL Standard 181A - UL Standard for Safety Closure Systems for Use with Rigid Air Ducts.

1.4 SUBMITTALS

- A. Flushing and Cleaning:
 - 1. Submit certificates for all code-required inspections.
 - 2. Submit all water Sample analysis reports as required in Part 3 of these Specifications.
- B. Pressure Test Reports:
 - 1. Submit within 1 week after each system pressure test.
 - 2. List time, date and persons present for the following for each system:
 - a. Initial tests.
 - b. Final test.

3. Include report indicating:
 - a. Test type and duration.
 - b. Initial pressure.
 - c. Final pressure.
4. Indicate that necessary repairs and final tests were satisfactorily completed.

1.5 QUALITY ASSURANCE

- A. Comply with all applicable codes.
- B. Secure State Health Department approval for potable water systems.
- C. Testing and Cleaning Agency:
 1. Minimum 15 years' experience in providing cleaning chemicals for water systems use.
 2. Provide regional laboratory support services.
 3. HVAC System Cleaning Contractor: Current member of NADCA experienced in HVAC cleaning projects of similar size and complexity.

PART 2 - PRODUCTS

2.1 CLEANING AGENT MANUFACTURERS

- A. Aqua-Chem.
- B. Aquatrol.
- C. Enerco.
- D. Nalco.

2.2 MATERIALS

- A. Detergents, solvents, and other cleaning agents shall be compatible with materials of fabrication of systems where they are used. No cleaning agent shall adversely affect materials or mechanisms in systems and cleaning agents shall be acceptable to equipment manufacturers and the Owner's environmental coordinator.
- B. Detergents, solvents, and other cleaning agents shall be compatible with process streams to be handled by systems in which the cleaning agents are used.
- C. Owner will provide water for cleaning and flushing. Other cleaning fluids, agents, and equipment shall be provided by Contractor.
- D. Hydronic systems shall use the following products or an equal substitute.
 1. Use a nitrite based solution, as recommended by Manufacturer, prior to any other for the removal of iron oxides from the metal surfaces, and passivation of the base metal.
 2. The solution shall be circulated until a steady iron concentration is reached in the circulating water. As the solution dissolves iron oxide deposits, ferric hydroxide is formed and the pH rises it is necessary to maintain a pH range of 9 to 9.5. Therefore, supplemental feeding of the solution may be required in extremely dirty systems.
 3. A sodium nitrite based corrosion protection shall be placed in the pacified pipe after the system has been cleaned and flushed.
- E. Provide all necessary temporary equipment required for cleaning and flushing operations.

- F. Pipe Cleaning:
1. Provide permanent hose connections for supply, discharge and recirculating lines for the new piping system.
 2. Provide piping at the ends of the main and branch lines of the piping system as required to accomplish flush of the piping.
 3. Provide a temporary pump of sufficient head and GPM required to achieve a flushing velocity of at least 10 feet per second.
 4. Provide temporary chemical skids with tote tanks as required for mixing chemicals and serving as a source reservoir and/or collection point for cleaning and flushing solutions.
 5. Provide temporary bag filters (with filter bags) as required for removal of contaminants from flushing process.
 6. Provide all hose, electrical leads and supply connections for completion of system required to fill, drain and refill of the lines utilizing plant supplied water and power.

PART 3 - EXECUTION

3.1 PIPING SYSTEM PRESSURE TEST

- A. General:
1. Perform all tests before piping is painted, covered, concealed or backfilled.
 2. Before testing, remove or otherwise protect from damage, control devices, air vents, fixtures, meters, or other parts which are not designated to withstand test pressures.
- B. Test Procedures:
1. Water Test:
 - a. Charge with water to the pressure specified.
 - b. Exterior Surface of Pipe and Fittings:
 - 1) Show no cracks or other form of leaks.
 - 2) Completely drip dry.
- C. Pressure Test Criteria:
1. Test criteria below are minimum requirements. In addition, the requirements of State and Local Codes having jurisdiction shall be met:

Piping System	Type Test	Pressure	Allowable Pressure Drop	Minimum Test Duration
Drainage System	Water	5 psig	0 psi	30 Minutes
Water (Domestic)	Water	100 psig	0 psi	4 Hours
Hydronic	Water	100 psig	2 psi	8 Hours

3.2 PIPE FLUSHING AND CLEANING PROCEDURES

- A. Prior to Flushing:
1. Remove strainer elements, etc. prior to or during process of cleaning. Remove instruments which might be damaged by cleaning procedures. Replace such items with spool pieces, plugs, or blind flanges. A "blind list" shall be prepared listing where blinds have been installed for cleaning and shall be provided to Owner after cleaning is complete to verify that all blinds have been removed.
 2. Items removed from piping system shall be cleaned separately.
 3. Lock valves in open position.
 4. Use new gaskets and thread lubricants when removed items are reinstalled after cleaning.
 5. Temporary Bypass Piping: Provide full size bypass piping and valves at coils and heat exchangers such that the coils and heat exchangers can be isolated.
 6. Temporary Strainers: Disconnect piping to be flushed from equipment or install temporary strainers immediately upstream of such equipment.

- B. System Protection:
 - 1. Protect piping and equipment against overpressure, collapse from vacuum, and hydraulic shock during flushing and draining procedures.
 - 2. Install high point vents and low point drains required to remove trapped air and to drain flushing liquid.
- C. Hydronic Piping Systems Flushing and Cleaning:
 - 1. Thoroughly flush with water to remove pipe dope, slushing compounds, oils, welding slag, loose mill scale and other extraneous materials. Open all valves to ensure cleaning of entire system.
 - 2. Apply detergent and operate system in accordance with water treatment service organizations recommendations, circulating for a minimum of 8 hours:
 - a. Use only equipment and chemicals furnished by a qualified water treatment service organization.
 - b. Determine loop capacity by metering fill with all air bled out.
 - c. Isolate alkaline cleaners from cooling towers and aluminum and galvanized surfaces.
 - d. Place all control valves in open position for filling and venting.
 - 3. Flush through the piping mains from the extreme end to extreme end of the system until solution is well mixed and stable. Recirculate the water through the piping system until the desired cleanliness has been achieved. If the water is very dirty and the tote tank does not provide enough settling time to remove the debris prior to being suctioned out by the Contractor provided recirculation pumps, install a temporary bag housing with a filter or wire mesh strainer in the flowpath.
 - 4. After the mains have been flushed, flush the branch lines starting with the branch closest to the supply point and progress toward the extreme end of the piping that is furthest from the source. Repeat the flushing through each branch until the desired cleanliness has been achieved.
 - 5. Collect water samples and label them with a location and time/date, for analysis of cleanliness. Continue to sample the new piping system piping until it is completely flushed clean of all contaminants and matches the influent source for cleanliness.
 - 6. When desired cleanliness has been achieved, drain all flushing water from the system and then refilled, circulated throughout the mains and branches to rinse out the flushing chemicals, and dumped again.
 - 7. Restore all piping to its design state (remove all temporary piping and close all valves), and refill the system with water and the proper amount of pacifying chemical as directed by the chemical supplier. Recirculate the chemicals throughout the system for a sufficient amount of time as the chemical supplier requires for proper mixing and metal exposure.
 - 8. Drain the system, refill with water and coordinate with the Owner to open the new piping to the existing hydronic system for final mixing of Owner's chemical into the newly refilled piping via the existing system pumps and chemical injection system.
 - 9. In the event that the new piping is not to be integrated into the existing hydronic system for more than a month, coordinate with the Owner as to whether the system is to remain in "wet layup" with the pacifying chemicals in place or "dry layup" in which case the piping is to be drained and a nitrogen purge applied.
 - 10. Drain the system, refill with water and Owner furnished chemicals as directed by the Owner.
 - 11. Process Fluids piping shall be placed in "dry layup" as specified.
 - 12. After the system has been cleaned:
 - a. Test water Sample and submit analysis to Owner.
 - b. Water Sample shall exhibit neutral pH and no turbidity.

3.3 CLEANING AND FINISHING

- A. Comply with the requirements of Division 01 Section "Cleaning and Waste Management."
- B. After tests have been made and the system pronounced tight clean piping and equipment.

END OF SECTION 23 05 73

SECTION 23 05 93 – TESTING, ADJUSTING AND BALANCING FOR HVAC

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes a description of the mechanical system testing, adjusting and balancing (TAB) scope of services. The following systems shall be included in the testing, adjusting, and balancing process:
 - 1. Hydronic distribution systems.
- B. Division of Work:
 - 1. In accordance with the General Conditions, Contractor shall be responsible for dividing the Work among the Subcontractors and Suppliers and for delineating the work to be performed by specific trades.
 - 2. The following are suggestions as to how the Work may be divided. This is not a complete list of all the work:
 - a. Mechanical Subcontractor:
 - 1) Provide related work as specified herein to support the mechanical systems TAB work being performed by TAB engineer.
 - 2) Provide access to all balancing devices.
 - 3) Perform system start-up functions including, but not necessarily limited to:
 - a) Venting air from all hydronic system piping and components.
 - b) Setting all manually operated valves in the full open position.
 - c) Complete and submit pre-test and balance checklist to TAB engineer prior to start of TAB work.
 - 4) Correct all mechanical system deficiencies identified by TAB engineer.
 - b. TAB Engineer:
 - 1) Provide timely notice to mechanical Subcontractor, TCS Subcontractor and Commissioning Authority of all incomplete work and deficiencies which prevent proper performance of test and balance work.
 - 2) Test, adjust and balance all hydronic systems and prepare final report.
 - c. Commissioning Authority: Provide verification of system function in conformance with design intent, including systems balance and adjustment, and controls function.

1.3 REFERENCES

- A. Except as herein specified or as indicated on the Drawings, the work of this Section shall comply with the following:
 - 1. Sheet Metal and Air Conditioning Contractor's Association (SMACNA) publications:
 - a. Procedural Standards for Testing, Adjusting, and Balancing of environmental systems.
 - b. Procedural Standards for Measuring Sound of Vibration.
 - c. Testing, Adjusting, Balancing Manual for Technicians.
 - 2. Associated Air Balance Council (AABC): National Standards for Total System Balance, 2002 Edition.
 - 3. National Environmental Balancing Bureau (NEBB): Procedural standards for testing, adjusting, and balancing of environmental systems.

1.4 DEFINITIONS

- A. Proper Performance Characteristics:
 - 1. In accordance with design intent, acceptable energy efficiency and Manufacturer's recommendations.
 - 2. Providing acceptable thermal and acoustical performance in all service areas.

- B. TAB Engineer: An individual, firm or corporation whose primary work is testing, adjusting and balancing environmental systems working under a direct contract to the Contractor.

1.5 SUBMITTALS

- A. Submit Pre-Test and Balance Checklist and mechanical systems TAB report in accordance with Division 01 Section "Submittal Procedures."
- B. Submit Pre-Test and Balance Checklist at least 2 weeks prior to scheduled start of TAB work as scheduled by Contractor and approved by Owner.
- C. Preliminary TAB Submittal:
1. Prior to final inspection.
 2. 1 copy to mechanical commissioning authority: As soon as possible after balancing work to facilitate spotchecking.
- D. Final Submittal: 1 copy to Owner.
- E. The TAB report shall include, but not necessarily be limited to, the following general items:
1. Summary remarks regarding problems.
 2. Initial, interim and final performance test data.
 3. Description of test procedures and equipment used.
 4. Systems performance data sheets shall include design conditions, installed equipment information, and field test data for:
 - a. Hydronic Systems:
 - 1) Design Conditions:
 - a) Water flow rates.
 - b) Pump TDH and speed.
 - c) Motor horsepower and design brake horsepower.
 - d) Pressure drops through coils, heat exchangers, etc.
 - 2) Installed Equipment:
 - a) Equipment Manufacturer(s).
 - b) Equipment model numbers, sizes, types, etc.
 - c) Equipment ratings if different than design.
 - 3) Field Test Data - Initial and Final Test Reading For:
 - a) Pump pressures at full flow and at shut-off.
 - b) Pump motor operating voltages and amperages.
 - c) Flow rates through all flow indicators.
 - d) Positions of balancing valves.
 - e) Inlet pressure, outlet pressure and pressure drops through all heating (and cooling) equipment pieces.
 - f) Brake horsepower.

1.6 QUALITY ASSURANCE

- A. Qualifications:
1. TAB Field Technician Personnel:
 - a. Trained and experienced in the operation of the test and balance equipment.
 - b. Knowledgeable of the design of all systems scheduled for testing and balancing.
 2. TAB Engineer:
 - a. A certified member of either the following organizations:
 - 1) AABC.
 - 2) NEBB.
 - b. Acceptable firms providing testing, adjusting, and balancing services include:
 - 1) Absolute Balancing Company, South Lyon, Michigan.
 - 2) International Test & Balance, Southfield, Michigan.
 - 3) Total Balance Company, St. Claire Shores, Michigan.

- B. Report Forms:
 - 1. The report forms included in the appendix of the AABC Standard are incorporated in the work of this Section for the purpose of identifying the level of detail required for testing and reporting.
 - 2. TAB engineer may use the AABC forms or other similar forms which present equivalent information in a logical format.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Patching Materials:
 - 1. Comply with requirements as specified in other Sections where applicable to provide materials essentially and functionally identical to original installation before testing and balancing work.
 - 2. Maintain the integrity of systems for water tightness and durability of finish.

2.2 INSTRUMENTS

- A. Instruments used for TAB work shall be as indicated in the referenced standards.
- B. Calibration:
 - 1. Instruments to have been calibrated within one year of start of TAB work.
 - 2. Appropriate documentation shall be made available to the Owner on request.

PART 3 - EXECUTION

3.1 PROCEDURES

- A. General:
 - 1. Determine what actual performance characteristics are deemed proper during system tests.
 - 2. Confirmation of proper equipment operation must be through actual observation. Computer simulation and sensor readouts are not acceptable proof.
- B. TAB Procedures for Water Systems:
 - 1. Adjust and set all applicable balancing valves to achieve proper water distribution to all components of the hydronic heating and cooling systems.
 - 2. When valves are in final balance position, permanently mark by placing a punch mark or a scratch mark or by drilling a hole in body of valve and setting memory ring where applicable.
 - 3. Verify pump performance by means of system flow meter and/or pump head measurements in conjunction with shutoff head measurement.
 - 4. Remeasure pump delivery after system is proportionally balanced.

3.2 FIELD QUALITY CONTROL

- A. Preliminary Review and Analysis: All "as is" field data shall be submitted in a preliminary report for review and analysis.
- B. Final Inspection: Prior to final acceptance, all systems shall be operated to test performance as directed to the satisfaction of the Owner:
 - 1. Water shall circulate throughout entire system without noise, evidence of leaks and trapping or air-binding.

C. Testing:

1. TAB engineer shall coordinate with Commissioning Authority to schedule access to site to perform hydronic system testing to whatever extent Commissioning Authority determines is necessary to verify accuracy of mechanical systems TAB report.
2. TAB engineer will repeat system testing, adjusting, and balancing until Engineer verifies accuracy of data.

END OF SECTION 23 05 93

SECTION 23 07 19 – HVAC PIPING INSULATION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes the furnishing and installation of piping insulation.

1.3 REFERENCES

- A. Except as herein specified or as indicated on the Drawings, the work of this Section shall comply with the following:
 - 1. ASTM Specifications:
 - a. B209 - Aluminum and Aluminum Alloy Sheet and Plate.
 - b. C533 - Calcium Silicate Block and Pipe Thermal Insulation.
 - c. C534 - Preformed Flexible Elastomeric Cellular Thermal Insulation in Sheet and Tubular Form.
 - d. C547 - Mineral Fiber Preformed Pipe Insulation.
 - e. C552 - Cellular Glass Block and Pipe Thermal Insulation.
 - 2. ASTM Standard Test Methods: E84 - Surface Burning Characteristics of Building Materials.
 - 3. National Fire Protection Association (NFPA) publications: NFPA 255 - Surface Burning Characteristics of Building Materials: 25, 50, 50 flame spread, fuel, smoke.
 - 4. ASHRAE: 90A - Energy Conservation in New Building Design, current edition.

1.4 SUBMITTALS

- A. Manufacturer's Literature: For piping insulation.
 - 1. For Each Type Used:
 - a. Name of Manufacturer.
 - b. Details of construction and installation.
 - c. Manufacturer's data (density, K-factor).
 - 2. For Each Application:
 - a. Thickness.
 - b. Total "R" value.
 - c. Jacket material.

1.5 QUALITY ASSURANCE

- A. Fabrication and Installation Personnel Qualifications:
 - 1. Trained and experienced in the fabrication and installation of the materials and equipment.
 - 2. Knowledgeable of the design and the reviewed Shop Drawings.

1.6 DELIVERY, STORAGE AND HANDLING

- A. Deliver materials in original, unbroken, brand marked containers or wrapping as applicable. Handle and store materials in a manner which will prevent deterioration and contamination with foreign matter.
- B. Reject damaged, deteriorated, or contaminated material and immediately remove from the Site. Replace removed materials at no additional cost to Owner.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Insulation:
 - 1. Pittsburgh-Corning.
 - 2. Owens-Corning.
 - 3. Certainteed.
 - 4. Armacell.
 - 5. Rubatex.
 - 6. Knauf.
 - 7. Johns Manville.
- B. Adhesives:
 - 1. Foster.
 - 2. Childers.
 - 3. Vimasco.
 - 4. B.E.H.
 - 5. Or approved equal.

2.2 TYPES OF INSULATION MATERIALS

- A. Rigid Molded Glass Fiber – General (FG):
 - 1. All-service jacket (ASJ) type factory applied jacketing.
 - 2. 3 lbs/cu ft minimum density.
 - 3. k factor of 0.23 at 75 degrees F mean.
 - 4. 50 degree F service temperature.
 - 5. Owens-Corning Type ASJ Max Pipe Insulation with SSL Max closure system; or equal.
 - 6. Typical for application on pipes 16 inches and up.
- B. Mineral-Fiber Insulation (MF):
 - 1. Preformed Pipe Insulation:
 - a. Type I, 850 Degrees F (454 Degrees C) Materials:
 - 1) Mineral or glass fibers bonded with a thermosetting resin.
 - 2) Comply with ASTM C547, Type I.
 - 3) All-service jacket (ASJ) type factory applied jacketing.
 - b. Johns Manville "Micro-Lok;" or equal.
 - 2. Pipe and Tank Insulation:
 - a. Mineral or glass fibers bonded with a thermosetting resin.
 - b. Semirigid board material complying with ASTM C1393, Type II or Type IIIA Category 2, or with properties similar to ASTM C612, Type IB.
 - c. Nominal density is 2.5 lb./cu. ft. (40 kg/cu. M) or more.
 - d. Thermal conductivity (k-value) at 100 degrees F (55 degrees C) is 0.29 BTU x in./h x sq. ft. x degrees F (0.042 W/m x K) or less.
 - e. All-purpose jacket (AP) type factory applied jacketing
 - f. Johns Manville; MicroFlex; or equal.

2.3 INSULATION INSERTS

- A. Insulation inserts shall be made of calcium silicate treated with water repellant.
- B. Inserts shall be preformed for the pipe size, same thickness as adjoining pipe insulation, same length as shield, and 180 degree-minimum segments.

- C. Insulation inserts shall not be less than the following lengths:
 - 1. 2-1/2-Inch Pipe Size and Less: 10 inches long.
 - 2. 3-Inch to 6-Inch Pipe Size: 12 inches long.
 - 3. 8-Inch to 10-Inch Pipe Size: 16 inches long.
 - 4. 12-Inch Pipe Size and Larger: 22 inches long.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. General:
 - 1. Install piping insulation:
 - a. In conformance with the Drawings, these Specifications, and the Manufacturer's recommendations.
 - b. Over clean, dry piping system.
 - c. To the following thickness:
 - 1) As specified herein or as indicated on the Drawings.
 - 2) If not specified herein or indicated on the Drawings, in accordance with Manufacturer's recommendations for the specific application.
 - d. Continuous through walls, ceilings and sleeves except at fire stops.
 - 2. Fill all cracks and voids with insulating cement carefully troweled to leave a smooth finish.
 - 3. Repair or replace insulation damaged by:
 - a. Demolition.
 - b. Making connections to piping or equipment.
 - c. Water or mildew.
 - 4. Verify that piping has been tested and cycled before applying insulation materials.
 - 5. All sectional pipe covering shall be neatly and tightly applied with unbroken lengths and with the ends of the sections firmly butted together. Longitudinal joints shall be on the least conspicuous side of the pipe and slightly staggered. Fiberglass cloth or other coating shall be lapped over all joints and well pasted or cemented down in a neat and inconspicuous manner.
 - 6. The insulation on piping shall be extended through all sleeves, anchor points and supports in order to produce a continuous application, and same shall be installed to conform to a uniform diameter.
 - 7. All fittings, flanges, end caps, etc. on all lines, except where otherwise noted, shall be covered with insulated fitting covers. Thickness of insulation, jackets and finishes shall also match adjacent piping.
 - 8. Insulation for piping shall be continuous through hangers and supports.
 - 9. Provide insulation inserts and insulation protection shields at hanger or support locations. Valve bodies to the bonnet flange or union, drip legs, and pipes at anchor points shall be insulated. Terminate insulation into a finished end.
 - 10. Terminate insulation into a finished end.
- B. Joints and Fittings:
 - 1. Block insulate valves and flanges with reusable insulation system.
 - 2. Insulate elbows, tube turns, sweeps and bends with mitered sections or premolded fittings. Match pipe covering material where used.
 - 3. Fit joints tightly together.
 - 4. Seal joints with sealing compound and preformed aluminum bands.

3.2 PIPING INSULATION APPLICATION SCHEDULE

- A. Basis of Thickness Chart:
 - 1. Thicknesses shown are based on products having a maximum "k" factor of 0.26 at a mean temperature of 75 degrees F.
 - 2. These Thicknesses:
 - a. Can be reduced for products having significantly lower "k" values.
 - b. Shall be increased for products having higher "k" values in order to produce equivalent or greater thermal resistance.

- B. Flame/Smoke Ratings: Local requirements for flame and smoke ratings must be met and may exclude some options listed herein.
- C. Thickness Chart (In Inches):
1. Key: Insulation Type (Refer to Paragraph 2.2 of this Section):
 - a. FG = Rigid Fiberglass.
 - b. MF = Mineral Fiber.

PIPE SIZE								
	Piping Systems Type	Temp (F) Range	Less Than 1"	1" to 1-1/4"	1-1/2" to 3"	4" to 6"	8" & Up	Type of Insulation *
1.	Steam	251-305	1.5	2.5	3.0	3.5	3.5	FG
2.	Heating Water	180-250	1.5	1.5	2.0	2.0	2.0	FG, MF
3.	Steam Condensate	Any	1.5	2.5	3.0	3.0	3.0	FG, MF
5.	Heating Water Drain	--	1.0	1.0	1.0	1.0	--	FG
* See PART 2 – PRODUCTS Article 2.2 TYPES for types of insulation.								

END OF SECTION 23 07 19

SECTION 23 08 00 – COMMISSIONING OF HVAC

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section lists mechanical systems to be commissioned.

1.3 SYSTEMS TO BE COMMISSIONED

- A. The following systems will be commissioned:
 - 1. Heating Water Systems:
 - a. Piping.

PART 2 - PRODUCTS

Not used.

PART 3 - EXECUTION

Not used.

END OF SECTION 23 08 00

SECTION 23 20 19 – PIPING SPECIALTIES FOR HVAC

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes the furnishing and installation of piping specialties.

1.3 REFERENCES

- A. Except as herein specified or as indicated on the Drawings, the work of this Section shall comply with the following:
 - 1. ASTM Specifications:
 - a. A126 - Gray Iron Castings for Valves, Flanges and Pipe Fittings.
 - b. A216 - Steel Castings, Carbon Suitable for Fusion Welding for High-Temperature Service.
 - c. A193 - Alloy Steel and Stainless Steel Bolting Materials for High-Temperature Service.
 - d. A278 - Gray Iron Castings for Pressure-Containing Parts for Temperatures up to 650 degrees F.
 - 2. ANSI Standards:
 - a. B16.1 - Cast Iron Pipe Flanges and Flanged Fittings, Class 25, 125, 250 and 800.
 - b. B16.5 - Pipe Flanges and Flanged Fittings.
 - c. B16.24 - Bronze Pipe Flanges and Flanged Fittings, Class 150 and 300.
 - 3. ASME American Society of Mechanical Engineers:
 - a. Boiler and Pressure Vessel Code - Section II.
 - b. B31.1 - Power Piping.
 - c. B31.5 - Building Services Piping.

1.4 SUBMITTALS

- A. Manufacturer's Literature: For all items listed in PART 2 – PRODUCTS. Include dimensions, details of construction and installation, name of Manufacturer, and model.

1.5 QUALITY ASSURANCE

- A. Fabrication and Installation Personnel Qualifications:
 - 1. Trained and experienced in the fabrication and installation of the materials and equipment.
 - 2. Knowledgeable of the design and the reviewed Shop Drawings.

PART 2 - PRODUCTS

2.1 STRAINERS

- A. Manufacturer: Armstrong, Mueller.
- B. Type: "Y".
- C. Screen: 20 mesh brass, removable.
- D. Area: 5 times pipe diameter.
- E. Pressure Rating: Match piping.
- F. Install in where indicated on drawings.

2.2 MANUAL AIR VENTS

- A. Manufacturer: Bell & Gossett or Dole.
- B. Size: 1/8-inch.
- C. Type: Slotted head (Bell & Gossett 4V or Dole No. 9).
- D. Location:
 - 1. All coils.
 - 2. At all high points in the piping.
 - 3. Wherever called for on Drawings.

2.3 BELLOWS TYPE EXPANSION JOINTS

- A. Bellows type expansion joints for hot water systems with copper piping shall be constructed from 2 ply phosphor bronze bellows, brass shrouds and end fittings.
 - 1. All internal parts shall be of non-ferrous metal.
 - 2. Acceptable units are Model HP by Metraflex; or equal by other acceptable manufacturers.
- B. All flanged expansion joints must be installed using a 100% PTFE gasket, Interlex SQ-S or other approved.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Install all piping specialties in conformance with:
 - 1. The Shop Drawings reviewed by Owner.
 - 2. The Manufacturer's recommendation.
- B. Furnish and install all vibration isolators, flexible connections, expansion joints, expansion loops required to reduce noise transmissions and stress on equipment and piping.
- C. Cold spring all piping installed with expansion joints and loops half of the total expansion. This requirement does not reduce the amount of expansion compensation required of the loop or joint.

3.2 EXPANSION JOINTS

- A. New Expansion Joints:
 - 1. Support and align the pipe to guarantee proper operation of the expansion joint prior to installing the new expansion joint. Alignment of the pipe is considered essential to the Work of this Contract.
 - 2. Align the pipe with use of a laser device, measurements shall be taken in 2 planes (horizontal and vertical) 90 degrees from each other. Adjust the pipe support guides, and/or anchor connections as necessary to provide proper axial movement into the expansion joint according to the Manufacturer's specifications, and current standards.
 - 3. Strictly adhere to the following installation procedures and the Manufacturer's instructions for installing the slip type expansion joints:
 - a. Align the pipe (see Items 1 and 2, above) and install the pipe supports, hangers and guides between the 2 main anchors making sure the pipe is aligned.
 - b. Perform required testing.
 - c. Cut the piping out where the expansion joint is to be installed and check for pipe movement or springing.
 - d. Carefully protect the slip surface from damage during handling and installation.
 - e. Expansion joint will be shipped at a preset ambient temperature, normally 70 degrees F (21 degrees C). If the ambient temperature at the time of installation is colder or hotter, then adjust the travel of the expansion joint as required.
 - f. Cut or extend the pipe opening to match the expansion joint's length.

- g. Align and weld expansion joint to the piping according to Manufacturer's recommendations and Contract Documents.
- h. Contractor shall provide a pipe support for the expansion joint when required by Manufacturer or code, or both. Provide a concrete pad under the support to protect from moisture and corrosion.
- i. Lubricate expansion joints in accordance with Manufacturer's recommendations prior to activation. Relubricate as necessary during activation and prior to final acceptance.
- j. Contractor shall have a Manufacturer's representative inspect each expansion joint after installation

END OF SECTION 23 20 19

SECTION 23 21 13 – HYDRONIC PIPING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes the furnishing and installation of a hydronic piping and circulation system for heating hot water.

1.3 REFERENCES

- A. Except as herein specified or as indicated on the Drawings, the work of this Section shall comply with the following:
 - 1. American Society of Mechanical Engineering (ASME):
 - a. B31.1 - Code for Pressure Piping.
 - b. B31.9 - Code for Building Services Piping.
 - c. Power Boiler Code.
 - d. Heating Boiler Code.

1.4 SUBMITTALS

- A. Manufacturer's Literature: For all products listed in Part 2.
 - 1. General:
 - a. Dimensions.
 - b. Details of construction and installation.
 - c. Name of Manufacturer.
 - d. Model number.
 - 2. Flow Measurement Devices:
 - a. Flow and pressure drop curves.
 - b. List each application with flow and size clearly indicated.
- B. Operation and Maintenance Manuals: For all flow measurement devices.
 - 1. Equipment function, normal operating characteristics and limiting conditions.
 - 2. Assembly, installation, adjustment and checking instructions.
 - 3. Maintenance instructions.
 - 4. Guide to "troubleshooting".
 - 5. Parts lists and predicted life of parts subject to wear.

1.5 QUALITY ASSURANCE

- A. Fabrication and Installation Personnel Qualifications:
 - 1. Trained and experienced in the fabrication and installation of the materials and equipment.
 - 2. Knowledgeable of the design and the reviewed Shop Drawings.

1.6 MAINTENANCE

- A. Valve and Vent Schedule:
 - 1. Provide the following schedules:
 - a. Air Vents: Indicate air vent number and location of all manual air vents that are not attached to a univent, heating unit, ventilating unit or other equipment.
 - b. Valves: Indicate valve number, location and function of all valves.
 - 2. Mount schedules under plexiglass in the Mechanical Room.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Except as otherwise indicated on the Drawings or specified herein, the manufactured units and flow measurement devices shall be supplied one of the manufacturers listed under each item heading.

2.2 PIPE AND FITTING APPLICATIONS:

- A. General:
 - 1. Comply with the requirements of Division 23 Section "Copper Pipe and Fittings for HVAC."
 - 2. Comply with Application requirements below.
- B. Hydronic:
 - 1. For Piping Through 2-Inch to 60 psig:
 - a. Pipe: Seamless Copper, Type L, ASTM 1388:
 - 1) Joints: 50/50 Solder.
 - 2) Fittings: Wrought Copper.
 - 2. For Piping 2-1/2-Inch and Larger to 60 psig:
 - a. Pipe: Seamless Copper, Type L, ASTM 1388:
 - 1) Joints: 50/50 Solder.
 - 2) Fittings: Wrought Copper.

2.3 VALVES

- A. Provide in accordance with Division 23 Section "General Duty Valves for HVAC."

2.4 MANUAL AIR VENTS

- A. Manual air vents shall be 3/4" ball valve and comply with the requirements of Division 23 Section "General Duty Valves for HVAC".

2.5 MANUFACTURED UNITS

- A. Throttling and Shutoff Valves:
 - 1. 125 psi at 250 degrees F.
 - 2. Furnish with adjustable memory stop on all throttling applications.
 - 3. Comply with the requirements of Division 23 Section "General Duty Valves for HVAC."

PART 3 - EXECUTION

3.1 INSTALLATION

- A. General:
 - 1. Install piping and circulation system in accordance with:
 - a. The Drawings.
 - b. These Specifications.
 - c. The Shop Drawings reviewed by Owner.
 - d. The Manufacturer's recommendations.
 - 2. System shall not interfere with passage, head room or openings of doors and windows.
 - 3. Pipe: Straight, without rust or other defects.
 - 4. Joints:
 - a. Welded: Required for pipes 2-1/2 inches and larger.
 - b. Screwed:
 - 1) Reamed after cutting and before threading.
 - 2) Sharp, clean threads.
 - 3) Use pipe compound on male threads only.

- B. Mains and Branches:
 - 1. Install above the ceiling and in bar joists, above bottom chord, as indicated on the Drawings.
 - 2. Sizes as indicated on the Drawings.
 - 3. Install Tops of Mains Level:
 - a. Use eccentric fittings at changes in pipe size.
 - b. Provide adequate supports to prevent air pockets.
 - 4. Branches:
 - a. Take off bottom of main.
 - b. Provide swing connection before vertical riser to a heating unit or convector.
- C. Risers and Vertical Pipes: Plumb, straight and without unnecessary fittings or offsets.
- D. Fittings:
 - 1. Provide Air Vents:
 - a. As indicated on the Drawings.
 - b. At all high points on the system.
 - 2. Provide Drain Valves:
 - a. At the bottom of all risers.
 - b. At all low points.
 - c. As indicated on the drawings.
 - 3. Provide insulating couplings or unions where copper and steel pipes are joined.
 - 4. Provide unions at all valves and at all equipment for making repairs.
- E. Valves:
 - 1. Provide Shutoff Valves:
 - a. On all branches at the main.
 - b. So that equipment can be serviced without shutting down the system.
 - 2. Provide unions at all valves and at all equipment for making repairs.

END OF SECTION 23 21 13